



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Biviora Holdings Co. Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for damage to the rental unit and failure to return keys; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act* (Act).

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on March 15, 2011 for a 1 year fixed term tenancy beginning on April 1, 2011 that converted to a month to month tenancy beginning on April 1, 2012 for a monthly rent of \$700.00 due on the 1st of each month with a security deposit of \$350.00 paid.

The parties agree the landlord returned \$82.25 of the tenant's security deposit. The landlord submits that he retained \$30 for rental unit cleaning; \$93.75 for carpet cleaning; \$99.00 for window covering cleaning; and \$45.00 for repairs (\$20.00 for removing a bathroom shelve and \$25.00 for repair to the bedroom door jamb).

The tenant does not dispute the landlord is entitled to retain \$30.00 for cleaning; \$99.00 for window covering cleaning; and \$25.00 for the door jamb repairs.

The landlord submits at the end of the tenancy that he was unavailable to complete the move out inspection and he had a new agent complete the inspection but he had not been provided with a copy of the move in condition inspection. The first agent's report was a handwritten note to the tenant stating that the rental unit was left in perfect order.

The note went on to say that the carpets had been cleaned professionally; the drapes had not been cleaned; and there was small dent in the door to one bedroom and that he thought it was acceptable but was not sure.

Upon his return the landlord conducted another inspection without notification to the tenant and in the subsequent inspection he determined that the carpets had stains and so he had the carpets re-cleaned and they came clean. The landlord did not contact the tenant to discuss these issues but rather returned the deposit less the amounts noted above and filed his Application for Dispute Resolution seeking to retain all the above noted amounts.

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

I accept, based on the tenant's agreement, that the landlord is entitled to retain \$154.00 for the window covering cleaning; the repairs to the door jamb; and the additional cleaning.

As to the landlord's claim for carpet cleaning, I find that the move out condition inspection confirming the condition of the rental unit at the end of the tenancy was the one conducted in the presence of the tenant with the landlord's new agent.

I find that the landlord cannot unilaterally change the outcome of the inspection without the participation of the tenant in a follow up inspection and not days after the end of the tenancy. I also find that the landlord's agent who conducted the first inspection noted that there were no problems with the carpet and with leaving the shelving unit in the bathroom.

I therefore dismiss the portion of the landlord's claim for carpet cleaning in the amount of \$93.75. I also dismiss the portion of the landlord's claim for the removal of the shelving unit in the bathroom in the amount of \$20.00.

Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$179.00** comprised of \$30.00 general cleaning; \$99.00 window covering cleaning; \$25.00 door jamb repairs; and \$25.00 of the \$50.00 fee paid by the landlords for this application, as they were only partially successful in their claim.

I order the landlords may deduct this amount from the security deposit held in the amount of \$350.00 in satisfaction of this claim leaving a balance of \$171.00 owed to the

tenant less the \$82.25 already returned to the tenant. I grant a monetary order to the tenant in the amount of **\$88.75**.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 28, 2013

Residential Tenancy Branch

