



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order to retain \$200 of the security deposit in satisfaction of his monetary claim. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to retain \$200 of the security deposit?

Background and Evidence

The tenancy began on August 1, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500. The landlord's evidence is silent regarding whether he and the tenant did a move-in inspection at the outset of the tenancy. On September 1, 2013 the tenant gave the landlord written notice of her intention to vacate the unit by October 1, 2013. The landlord and the tenant did not do a joint move-out inspection. On October 8, 2013 the landlord returned \$300 of the security deposit and applied to retain the balance of \$200 for cleaning costs.

Landlord's Evidence

The landlord stated that the tenant was packing until the last minute, and the landlord did not have an opportunity to do a move-out inspection with the tenant. The landlord

stated that the tenant did not clean the rental unit before vacating, and the landlord therefore had to purchase new cleaning supplies and spend three hours with the assistance of two other people, to clean the unit before the new tenants moved in. In support of his application, the landlord submitted several photographs of the condition rental unit. The photographs depicted carpet stains and dirty areas throughout the unit. The landlord has claimed \$180 for three people to perform three hours of cleaning, at \$20 per hour each; and \$20 for cleaning supplies.

Tenant's Response

The tenant stated that the suite may have been new at the outset of the tenancy, but the appliances were not, and the stove was dirty when she moved in. The tenant stated that there was some wear and tear, and she "gave cleaning a shot" before moving out. The tenant stated that the landlord never made any verbal or written requests to do the move-out inspection.

Analysis

Upon consideration of the evidence, I find that the landlord has provided sufficient evidence to establish his claim. While it is not clear if a move-in inspection was done at the outset of the tenancy, the tenant acknowledged that the suite was new. The landlord's evidence, including testimony and photographs, supported his claim that the rental unit required cleaning at the end of the tenancy. The tenant's testimony indicated that she did not make much of an effort at cleaning. Whether the stove was dirty at the beginning of the tenancy or not, the tenant had a responsibility to leave the stove and the rest of the rental unit in a reasonably clean condition at the end of the tenancy. The tenant did not dispute that she was packing up to the last minute, and I accept the landlord's evidence that it was not feasible for him to do a move-out inspection with the tenant under those circumstances. The landlord may keep the balance of the security deposit.

As the landlord's claim was successful, he is also entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

I order that the landlord retain the balance of the security deposit of \$200 full satisfaction of the claim. I grant the landlord an order under section 67 for the balance due of \$50, representing the filing fee for the cost of his application. This order may be filed in the Small Claims Court and 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: January 21, 2014

Residential Tenancy Branch

