



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AGB Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order to retain a portion of the security deposit in satisfaction of a monetary claim. The landlord and the tenant participated in the teleconference 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 a portion of the security deposit in compensation of their monetary claim?

### Background and Evidence

The tenancy began on December 7, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$415. On December 19, 2012 the landlord and the tenant carried out a move-in inspection and completed the condition inspection report.

On September 27, 2013 the tenant gave the landlord written notice of his intention to vacate the rental unit on or before October 31, 2013. On October 28, 2013 the landlord, the tenant and the tenant's girlfriend met at the rental unit to carry out the move-out inspection. The tenant did not agree with the landlord's assessment of the unit and he did not sign the condition inspection report. On October 29, 2013 the tenant gave the

landlord his forwarding address in writing. On November 5, 2013 the landlord applied to retain a portion of the security deposit for curtain cleaning and suite cleaning.

### *Landlord's Evidence*

The landlord stated that at the time of signing the tenancy agreement, he went through the agreement with the tenant in detail. Clause 23 of the agreement indicates that if the carpets and window coverings are new or professionally cleaned at the start of the tenancy, the tenant must pay for them to be professionally cleaned at the end of the tenancy. The landlord stated that, as indicated on the move-in condition inspection report, the carpets and window coverings were new at the start of the tenancy.

The landlord stated that after the tenant gave notice to vacate he gave the tenant a document that sets out in great detail what cleaning and other procedures are expected at move-out. The landlord stated that on October 28, 2013, when he and the tenant met to do the move-out inspection, the tenant said that the carpets were going to be professionally cleaned but he was not going to clean the window coverings.

The landlord has claimed \$225.65 for curtain and blinds cleaning, suite cleaning and costs to remove and reinstall curtains. In support of their claim, the landlord submitted copies of the tenancy agreement; the move-in and move-out condition inspection reports; the move-out instructions, photographs of the window troughs, inside of the oven and the deck; and receipts for cleaning the window coverings and one hour of suite cleaning detailing cleaning of the window troughs in the kitchen and bedroom, re-cleaning the oven to remove leftover spillage, touch-up cleaning of the fridge and deck scrubbing to remove "black mould."

### *Tenant's Response*

The tenant stated that he believed he did a thorough job of cleaning the rental unit prior to the move-out inspection, and he disagreed with the landlord about the curtains and oven. The tenant stated that the deck and window sills were not mentioned during the inspection, and the landlord must have added those on to the condition inspection report afterward. In support of his response the tenant submitted photographs of the inside of the oven, the drapes and the blinds; and a written statement from his girlfriend, who was present at the move-out inspection.

The tenant submitted that the landlord extinguished his right to claim against the security deposit because the landlord did not give the tenant a copy of the move-out condition inspection report until it was submitted in the landlord's evidence in early February 2014.

### Analysis

Upon consideration of the evidence, I find that the landlord is entitled to their monetary claim in full. The tenant was contractually obligated to have the window coverings cleaned, as set out in his tenancy agreement; additionally, under the Residential Tenancy Policy Guidelines, a tenant who has occupied a rental unit for more than one year is typically expected to have window coverings cleaned. In regard to suite cleaning, I do not find the landlord's photographs of the inside of the stove to be particularly persuasive, as the oven looks reasonably clean; however, the deck and window troughs clearly required cleaning and I do not find it unreasonable that the cleaner would take at least an hour to complete those tasks.

I find that the landlord did not extinguish his right to claim against the security deposit, as the tenant first breached section 35 of the Act when he failed to sign the move-out condition inspection report.

As the landlord's claim is successful, I find that they are entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$275.65. I order that the landlord retain this amount from the security deposit, and I grant the tenant an order under section 67 for the balance due of \$139.35. 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: March 10, 2014

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Residential Tenancy Branch

