



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Glassman Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit – Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on June 8, 2009 and ended on June 1, 2014. At the outset of the tenancy the Landlord collected \$570.00 as a security deposit. The Parties mutually conducted a move-in and move-out inspection. The Tenant refused to sign the move-out report in disagreement with the report that the unit was left unclean.

The Landlord states that the Tenant left the unit unclean and claims the cost of cleaning in the amount of \$142.50. No photos were provided. The Tenant states that the unit was fully cleaned and provided witness letters detailing the cleaning undertaken by the Tenant.

The Landlord states that the Tenant left the curtains unclean and that the tenancy agreement requires them to be professionally cleaned. The Landlord states that since the Tenant did not have the curtains so cleaned they had the curtains laundered in house. The Landlord claim \$55.00 for the cost of this cleaning. The Tenant states that he washed and cleaned the curtains according to the instructions given to the Tenant by the Landlord earlier in the tenancy.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean. Given the Tenant's evidence that includes witness evidence detailing the cleaning done to the unit at move-out and considering that the Landlord provided no photos of the unit, I find that the Landlord has failed to substantiate that the Tenant left the unit unreasonably unclean and I dismiss the claim for the costs to clean the unit.

Section 6 of the Act provides that a term of a tenancy agreement is not enforceable if the term is inconsistent with this Act or the regulations. As the Act only requires a reasonable standard of cleanliness, I find that the section of the tenancy agreement that requires professional cleaning to be inconsistent with the Act as this is a higher standard than required. I therefore find that this part of the tenancy agreement is not enforceable. I accept that the Tenant washed the curtains at move-out following the Landlord's previous instructions on cleaning, which the Landlord followed themselves, and I therefore dismiss the Landlord's claim for costs to clean the curtains. As the Landlord's application has met with no success I find that the Landlord is not entitled to recovery of the filing fee and the Landlord's application is in effect dismissed.

I order the Landlord to return the security deposit of \$570.00 plus zero interest to the Tenant forthwith.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$570.00**. If necessary, 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: October 09, 2014

Residential Tenancy Branch

