



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 a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The hearing first convened on May 19, 2015 but was adjourned for evidence issues. The hearing reconvened on July 9, 2015. The landlord and the tenant participated in the teleconference hearing on both dates.

At the outset of the reconvened hearing, each party confirmed that they had received the other party's evidence. Neither party raised any further issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed 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 monetary compensation as claimed?

Background and Evidence

The tenancy began on May 17, 2013. On that date, the landlord and the tenant carried out a move-in inspection and signed the condition inspection report and the tenant paid the landlord a security deposit in the amount of \$325.00.

On August 30, 2014 the tenant gave the landlord written notice of his intention to vacate the rental unit on October 1, 2014. On October 1, 2014 the landlord and the tenant met at the rental unit to carry out the move-out inspection. The landlord noted some damage and required cleaning on the condition inspection report. Both parties signed the report,

but the tenant indicated that he did not agree with the landlord's opinion regarding the condition of the unit, and under his signature the tenant wrote "signed under duress."

Landlord's Claim

The landlord stated that the rental unit was not properly cleaned; the top surface of the cabinet unit over the toilet is water damaged; and there is a permanent surface mark on the bathroom sink. The landlord stated that during the move-out inspection the tenant and his mother became adversarial, so the landlord marked the bedroom and living room as clean to hurry things along. In support of his application the landlord submitted nearly 60 photographs of several areas of the rental unit, a cleaning bill for \$267.75 for two hours of cleaning and written witness statements of the dirty condition of the rental unit. In addition to the cleaning bill, the landlord has claimed \$20.00 for the damaged sink surface and \$50.00 for the water-damaged cabinet.

I note that upon examination of the photographs I observed some slightly dirty items, but most of the rental unit appears at least reasonably clean. The landlord provided pictures of the bathroom sink, one showing the sink new in 2010 and one showing a small stain in the basin at the end of the tenancy. The landlord also provided photographs of the top of the bathroom cabinet unit, in which some minor bubbling and separation of the pressboard is visible.

Tenant's Response

The tenant disputed the landlord's claim in its entirety. The tenant stated that he went more than out of his way to clean the unit before vacating, and he did repairs to the bathroom cabinet with silicone. The tenant stated that the damage to the cabinet was due to moisture because there was no vent in the bathroom; further, the cabinet is pressboard and would have cost \$130.00 new. The tenant stated that the stain in the sink is from nail polish, and his girlfriend never uses nail polish.

Analysis

Based on the evidence, I find that at the time of the move-out inspection, the tenant left most of the rental unit reasonably clean. The landlord did not submit evidence that the fridge and stove were on rollers, and therefore the tenant was not responsible for moving and cleaning behind those appliances. I accept the evidence in the landlord's photographs and witness statements that some cleaning was required, but I find the landlord's claim excessive. I therefore grant the landlord a nominal award of **\$50.00** for cleaning.

I find that the landlord is not entitled to compensation for the bathroom cabinet. The cabinet is clearly made of inexpensive pressboard material, and at least some of the water damage was likely caused by excessive condensation in the bathroom.

I find that the stain in the bathroom sink was more likely than not caused by the tenant. The move-in condition inspection report indicates no damage to the sink at the outset of the tenancy, and the tenant signed off agreeing to the conditions noted at that time. I therefore grant the landlord **\$20.00** for the stain in the bathroom sink.

As the landlord's application was only partially successful, I grant him partial recovery of the filing fee, in the amount of **\$10.00**.

Conclusion

The landlord is entitled to **\$80.00**. I order that the landlord retain this amount from the security deposit in full satisfaction of the award and I grant the tenant an order under section 67 for the balance of the security deposit, in the amount of **\$245.00**. 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: July 21, 2015

Residential Tenancy Branch

