



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0859629 B.C. LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords to keep part of the Tenant’s security deposit, and to recover the filing fee from the Tenant.

The Landlord named on the Application appeared for the hearing and also represented the company named on the Application as the agent. The Tenant appeared eight minutes late for the hearing but was informed and recapped with the evidence that had been provided by the Landlord before she appeared. Both parties provided affirmed testimony. Only the Landlord provided documentary evidence prior to the hearing.

The Tenant confirmed receipt of the Landlord’s Application and evidence by registered mail. The Tenant confirmed that she had been given sufficient opportunity to consider the monetary claim being made against her by the Landlord in the amount of \$137.00 as well as the filing fee.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine each other on the evidence provided.

### Issue(s) to be Decided

Is the Landlord entitled to keep a portion of the Tenant’s security deposit?

### Background and Evidence

Both parties agreed that this tenancy started on February 10, 2014 for a fixed term of six months after which it continued on a month to month basis. The tenancy ended on February 28, 2015 through the Landlord’s notice to end tenancy. Rent under the written

agreement was payable in the amount of \$675.00 on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$337.60.

The Landlord completed a move in Condition Inspection Report (the "CIR") at the start of the tenancy on February 10, 2014 which was signed by the Tenant. The Landlord and Tenant both completed a move out condition inspection together; however, the Tenant disagreed with some of the claims being made by the Landlord during the move out condition inspection so she refused to sign the move out CIR. The CIR was submitted into evidence by the Landlord.

The Landlord testified that the Tenant failed to clean the carpets at the end of the tenancy for this smoking rental unit. The Landlord provided a document which details the minimum costs that the Landlord applies for cleaning charges. The Landlord testified that in accordance with the document there is a **\$70.00** charge for cleaning the carpets which they now seek to recover from the Tenant.

The Landlord testified that the Tenant damaged a vertical blind vane in the dining area. As a result, the Landlord seeks **\$10.00** for the cost of replacing this from the Tenant. The Landlord testified that he had to remove four blinds in the rental unit and cleaned them by placing them into bleach as the Tenant had left these dirty. As a result, the Landlord seeks to claim **\$25.00** for cleaning costs associated with this. The Landlord testified that he also had to clean four light switch covers at a cost of **\$12.00**.

The Landlord testified that when the Tenant vacated the rental unit she left four boxes of garbage which the Landlord had to dispose of at a cost of \$20.00 which he now seeks to recover from the Tenant. The total amount the Landlord seeks to deduct from the Tenant's security deposit is **\$137.00** (\$70.00 + \$10.00 + \$25.00 + \$12.00 + \$20.00).

The Tenant testified that she had provided the Landlord with her forwarding address in writing on March 7, 2015. The Tenant testified that she had not cleaned the carpets at the end of the tenancy because she was under the impression that this was the Landlord's responsibility. The Tenant stated that the carpets were steam cleaned at the start of the tenancy but it was apparent three days into the tenancy that this was not done properly. The Tenant confirmed that she had not cleaned the blinds and light switch covers as per the Landlord's testimony.

In relation to the blind vane claimed by the Landlord, the Tenant referred to the move in CIR and pointed out that this was missing at the start of the tenancy. The Landlord responded by stating that this was replaced a few days later when other repairs

requested by the Tenant were completed. The Tenant testified that the Landlord did do some repairs but disputes the fact that the blind vane was replaced.

In relation to the garbage claim by the Landlord, the Tenant testified that it was three boxes of kitchen items and a microwave that were left outside the rental unit. The Tenant explained that she was in a rush to move out and did not have time to take them with her as she had to remove items from her storage area. The Tenant testified that she had gone back to collect them on March 7, 2015 at which point they had been removed by the Landlord. The Tenant disputed the fact that the Landlord disposed of them testifying that she had seen the items in other renters' units.

### Analysis

The Tenant provided the Landlord with a forwarding address on March 7, 2015 in a written letter. The Landlord made the Application on March 13, 2015. Therefore, I find that the Landlord made the Application to keep the Tenant's security deposit within the 15 day time limit stipulated by Section 38(1) of the *Residential Tenancy Act* (the "Act").

Section 37(2) of the Act requires a tenant to leave a rental suite at the end of the tenancy reasonably clean and undamaged except for reasonable wear and tear. The Tenant did not dispute the Landlord's testimony that she failed to clean the light switch covers and the blinds. Therefore, I find the Landlord is entitled to the costs claimed for this portion of the Application in the amount of **\$37.00** (\$25.00 + \$12.00).

In determining the Landlord's claim for carpet cleaning, Policy Guideline 1 to the Act details the responsibility of both the landlord and tenants for residential premises. In relation to carpets, the guideline explains that generally, at the end of the tenancy, the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. The guideline further explains that, regardless of the length of the tenancy, a tenant would also be required to clean the carpets if they have smoked in the premises. Based on the foregoing, I find the Tenant was in this tenancy for more than one year and smoked in the rental unit. The Tenant testified that she had not cleaned the carpets at the end of the tenancy. Therefore, I am satisfied that the costs being claimed in the amount of **\$70.00** be awarded to the Landlord for the failure of the Tenant to meet her obligations in cleaning the carpet at the end of the tenancy.

The Tenant testified that she had left garbage behind at the end of the tenancy. I find that irrespective of what happened to this garbage, the Tenant breached the Act by not removing this at the end of the tenancy. A tenant does not have authority to leave or abandoned items behind at the end of a tenancy with the intention of returning at a later

date to retrieve them unless there was authorization from the Landlord. In this case, I find that there was no such authorization given to the Tenant by the Landlord. The Tenant also provides no supporting evidence to show that the items she abandoned found their way into other renters' units. On the balance of probabilities, I find that the Landlord should be compensated for the removal of items the Tenant left behind without authorization. Therefore, I award the Landlord **\$20.00** for the disposal of this garbage.

In relation to the Landlord's claim for \$10.00 for the replacement of the blind vane, I dismiss this portion of the claim. This is because the Tenant testified that this was missing at the start of the tenancy. The move in CIR supports the Tenant's testimony. The Landlord testified that it was replaced a few days after the tenancy started. If this was the case, then the Landlord had a responsibility to accurately reflect this on the move in CIR or document this in other ways that could be verified. In the absence of such evidence, I find the evidence results in one party's word against the other. Therefore, the Landlord has not met the burden for proving this portion of the claim.

As I have granted the majority of the Landlord's claim, I also award the Landlord the **\$50.00** filing fee for having to make this Application, pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenant to the Landlord is **\$177.00 (\$37.00 + \$70.00 + 20.00 + \$50.00)**.

### Conclusion

I order the Landlord to retain \$177.00 from the Tenant's security deposit of \$337.50 in full satisfaction of the Landlord's Application, pursuant to Section 72(2) (b) of the Act. The Landlord will return the balance of the Tenant's security deposit after making the above deduction, in the amount of \$160.50.

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: August 26, 2015

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Residential Tenancy Branch

