



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain a portion of the security deposit in full satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Each party gave affirmed testimony. The tenant chose not to submit any documentary evidence for this hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence

The landlord's testimony is as follows. The tenancy began on November 1, 2013 and ended on April 30, 2015. The tenants were obligated to pay \$2150.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1075.00 security deposit. Condition inspection reports were conducted at move in and move out with both parties participating. The landlord stated that the tenants were given the unit one week early at move in and in lieu of rent the tenants agreed to clean the suite themselves.

The landlord stated that the tenant agreed to all the claims as outlined on the form at the move out inspection and "signed off" on them. The landlord stated that once the work was conducted and the tenants were contacted about the prices, the tenants changed their mind and stated they did not want to pay for the cleaning of the unit.

The landlord has applied for the following:

Suite Cleaning	\$187.50
Landscaping	\$ 250.00
Late fee	\$25.00
NSF fees	\$50.00
Filing Fee	\$50.00
<b>Total:</b>	<b>\$562.50</b>

The tenants' testimony is as follows. The tenant agrees with all of the landlords' claims except for the suite cleaning. The tenant stated that they left the unit 100 times cleaner than how they received it. The tenant stated that her husband was at the move out inspection and didn't read what he was signing. The tenant stated that the unit was left in excellent condition and that the landlord should not be entitled to any of the suite cleaning charges.

### Analysis

I address the landlord's claims and my findings around each as follows. The only issue in dispute before me is the cleaning charges submitted by the landlord. The landlord has submitted the condition inspection report that was agreed to and signed by the male tenant, the corresponding receipt from the cleaners and oral testimony to support their claim. The tenant has provided oral testimony.

Residential Tenancy Policy Guideline 1 states that a tenant must leave a suite reasonably clean at move out. I am satisfied that the tenant did not leave it in a reasonably condition at move out based on the documentary evidence submitted by the landlord.

In addition, the male tenant signed the document freely and willingly in good faith. The landlord conducted the cleaning and other items in good faith that the tenants would pay for it. Based on all of the above and on a balance of probabilities the landlord has satisfied me of their claim and I find that they are entitled to the entire amount as claimed for this hearing. As the landlord has been successful in their application I find that they are entitled to the recovery of the \$50.00 filing fee.

The landlord is entitled to retain \$562.50 from the security deposit in full satisfaction of the claim. The tenant is entitled to the return of the remaining \$512.50.

Conclusion

I order that the landlord retain \$562.50 from the security deposit in full satisfaction of the claim. The tenant is entitled to the return of the remaining \$512.50 of the security deposit and I grant the tenant an order under section 67 for the balance due of \$512.50. 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: September 22, 2015

---

Residential Tenancy Branch

