



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JDC Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, 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 compensation - Section 67;
2. A Monetary Order for damage to the unit – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. 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 following are undisputed facts: The tenancy started on February 1, 2013 and ended on April 30, 2015. At the outset of the tenancy the Landlord collected \$425.00 as a security deposit and continues to hold this amount. The Parties mutually conducted a move-in condition inspection and the Landlord completed a report. The Parties mutually conducted a move-out inspection and the Landlord completed a report. The Tenant provided its forwarding address on April 30, 2015.

The Landlord states that the carpets and window coverings were new at the start of the tenancy and that the Tenant failed to have the carpets and window coverings professionally cleaned at the end of the tenancy. The Landlord claims \$110.25 for the carpet and \$45.15 for the window coverings. The Landlord provided receipts for these costs. The Tenant agrees that these items were not cleaned and states that this was never disputed with the Landlord.

The Landlord states that the Tenant failed to leave the unit clean and the Landlord claims \$120.00 for an employee's time in cleaning the unit. The Landlord provided photos of the unit and no invoice. The Landlord provided conflicting oral evidence on the hours spent cleaning the unit: either 4 or 6 hours. The Landlord states that the employee is paid separately for this work at \$20.00 per hour.

The Tenant states that she cleaned the unit. The Tenant states that the persons attending the hearing today were not present for the move-out inspection. The Tenant states that the Landlord took the photos of the unit before the Tenant was finished cleaning. The Tenant states that the oven was cleaned twice but was old and burned and could not be cleaned any better. The Tenant states that the spots on the fridge as shown in the Landlord's photos were wiped clean by the Tenant. The Tenant states that the only thing that the Tenant left was a light fixture and that as a 76 year old the Tenant was not going to climb up to take it down and wash it. The Tenant states that this was the only cost disputed at the time of the move-out.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Based on the undisputed evidence that the carpets and curtains were not cleaned and given the invoices to support the costs claimed, I find that the Landlord is entitled to **\$110.25** and **\$45.15**. The Landlord gave conflicting evidence of cleaning hours and no invoice was provided. Based on both the Landlord's photos and the Tenant's evidence I also find that if there were any cleaning tasks remaining they were

minor and do not support even the minimal hours claimed. As a result I find that the Landlord has failed to substantiate the costs claimed and I dismiss the Landlord's claim for cleaning.

As the Landlord has only been successful with the costs for the carpet and curtains and accepting the undisputed evidence of the Tenant that these costs were originally not disputed, I decline award recovery of the filing fee to the Landlord.

Deducting the total entitlement of **\$155.40** from the security deposit of **\$425.00** plus zero interest leaves **\$296.60** to be returned to the Tenant forthwith.

Conclusion

I Order the Landlord to retain **\$155.40** from the security deposit plus interest of \$425.00 in full satisfaction of the claim.

I Grant the Tenant an Order under Section 67 of the Act for **\$296.60**. 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 23, 2015

Residential Tenancy Branch

