



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in satisfaction of the claim. Both parties attended the hearing and had an opportunity to be heard.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?  
If so, how much?  
Is the landlord entitled to retain the security deposit?

### Background and Evidence

This tenancy began on April 1, 2014 and ended on March 30, 2015. The rent was \$2375.00. A security deposit of \$1187.00 was paid at the start of the tenancy. The landlord is still holding this deposit pending the outcome of this hearing. Condition inspection reports were prepared upon move-in and move-out. There was some lack of clarity from my perspective on the condition inspection reports that were submitted because there appear to be two different sets of reports. In any event, I am satisfied that inspections were in fact done.

The landlord claims that the rental unit required 12 hours of cleaning after the tenants vacated. The tenant disputes this amount saying that the unit was left far cleaner than it was when they moved in. The tenant submitted photos taken shortly after they moved in which show that the unit was not very clean at the start of the tenancy. The landlord also claims \$25.00 for light bulbs. The tenant disputes this amount as well. The tenant asserts that the 8 bulbs that supposedly needed replacing would cost more like \$2 at the dollar store and that in any event, the tenants had replaced all the bulbs when they left with the bulbs that had originally been there when they moved in. The tenant

testified that they had replaced all the bulbs when they moved in with high efficiency bulbs and stored the original bulbs in a box and then reinstalled them when they left.

Both parties acknowledged that the landlord's original claims for water bills and rubbish removal had already been resolved

### Analysis

Cleaning (\$300) – The landlord claims that the rental unit required 12 hours of cleaning after the tenants vacated. The landlord submitted an invoice in respect of this claim. The tenant disputes the veracity of the invoice and argues that the unit was left far cleaner than it was when they moved in. The landlord pointed out that the tenant signed the move-in condition inspection report wherein most items were considered to be in “good” condition. The landlord also submitted the move out condition inspection report which appears to have a list of the cleaning that was required and is signed by the tenant. The tenant claims that he felt pressure to sign the report and that he later filled out another report upon which he wrote that the unit was cleaner than when they moved in.

I have reviewed the documents before me, heard the testimony of the parties and reviewed photos submitted by the tenant. Section 37 of the Act requires a tenant to leave the rental unit reasonably clean and undamaged at the end of the tenancy except for reasonable wear and tear. While there is lack of clarity for me surrounding the move-in condition of the unit given the move-in report as contrasted with the photos, I am persuaded by the move-out report that the tenant acknowledged that some cleaning was going to be required. I am not persuaded however that the tenant should be held responsible for 12 hours of cleaning. Had the landlord provided photos of the extent of the mess left behind I may have found differently. I am therefore limiting the landlord's claim for cleaning to 6 hours – one half of what was claimed. The landlord is therefore entitled to a monetary award of \$150.00 for cleaning.

Light bulbs (\$25.00) – With respect to this claim, I agree with the tenant that \$25 for bulbs is excessive. However, I note that light bulbs are the responsibility of tenants. In this regard, the tenant testified that all of the bulbs they had stored in a box were replaced by them when they vacated the unit. But this doesn't mean that the bulbs were all working or that they hadn't been used for a time by the tenants prior to replacing them with high efficiency ones. The landlord said 7 or 8 had to be replaced. On balance, given the lack of clarity with respect to this claim, I find that the landlord is entitled to \$2.00 for new light bulbs.

Conclusion

I find that the landlord has established a total monetary claim of \$152.00 for cleaning and light bulbs. I order that the landlord retain this amount from the deposit and return the balance immediately to the tenant.

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: November 13, 2015

---

Residential Tenancy Branch

