



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, 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 damages to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Did the Tenant leave the unit dirty?

Background and Evidence

The tenancy started on April 1, 2015 and ended on August 31, 2015. At the outset of the tenancy the Landlord collected \$1,350.00 as a security deposit. The Parties mutually conducted both a move-in and move-out inspection and completed condition reports. The Tenant provided its forwarding address on the move out inspection report dated September 1, 2015.

The Landlord states that the tenant failed to leave the unit clean and claims as follows:

- \$210.00 for the costs of general cleaning, invoice provided; and
- \$47.00 for the cost of carpet cleaning, invoice provided.

The Landlord provided copies of the move in and move out condition reports and photos.

The Tenant states that the entire unit was cleaned although they forgot all about the stove. The move-out condition report notes that the only item noted as dirty was the stove. None of the flooring was noted dirty and where a carpet was noted as having stains, the move-in report indicates the presence of stains on the carpet as well.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean. Section 21 of the Regulations provides that a duly completed inspection report is evidence of the condition of the rental property, unless either the landlord or tenant has a preponderance of evidence to the contrary. As the photos do not contradict the move-out report and as the only item marked as dirty is the oven I find that the Landlord has failed to substantiate that the Tenant left the unit dirty other than the oven. As the costs claimed for cleaning the unit and carpets are in excess of a reasonable cost for cleaning the oven, I find that the Landlord has failed to substantiate the costs claimed and I dismiss these claims. As the claims in the application have had no merit, in effect the application is dismissed in its entirety. I order the Landlord to return the security deposit plus zero interest of \$1,350.00 to the Tenant forthwith.

Conclusion

The Landlord's application is dismissed.

I grant the Tenant an order under Section 67 of the Act for **\$1,350.00**. 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: March 22, 2016

Residential Tenancy Branch