



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Remax Elk Valley Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord's representative and the tenant and his brother called in and participated in the hearing. The tenant acknowledged receipt of the application and Notice of Hearing and the landlord's documents

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and an order to retain the security deposit?

### Background and Evidence

The rental unit is a strata title condominium apartment in Fernie. The tenancy began in February, 2013 and was renewed for a further term. The tenant paid a security deposit of \$450.00 on February 2, 2013 and the deposit was carried over to the new tenancy agreement which began on March 1, 2014 on a month to month basis.

The landlord's representative testified that the tenant gave notice at the end of May, 2015 that he would move out on June 15, 2015. The tenant paid rent for the month of June. The landlord's representative testified that the tenant moved out on June 8<sup>th</sup> and then asked her on June 13<sup>th</sup> if she was available to conduct a walk through of the rental unit. She met them at the rental unit at 4:00 P.M. on June 13<sup>th</sup>. The tenant was at the unit with his brother and his father. They were moving the last items out of the unit and were performing some cleaning. The landlord's representative pointed out some deficiencies in the cleaning and rather than conducting a move out inspection report with the tenant, she prepared a handwritten list of items that needed to be done. The list was signed by the landlord's representative and by the tenant acknowledging items that needed to be done, including having the carpets cleaned, cleaning some drawers, light fixtures and vents and pulling the fridge and cleaning under and behind it.

The landlord's representative said that the tenant moved to Alberta after moving out of the rental unit, but told her to deal with him rather than his brother who was remaining in Fernie. The landlord's representative said that she sent an email to the tenant on June 20, 2015 to arrange an inspection of the rental unit, but did not receive a reply. The landlord's representative testified that the keys to the rental unit were not returned to her at by June 30<sup>th</sup> and on July 2, 2015 she went to see the tenant's brother at his business and obtained the keys from him. She went to the rental unit and discovered that the electrical power had been disconnected by the tenant. The refrigerator was left with the door shut. The rental unit was filled with powerful cooking odors and the fridge was overgrown with mold. There were other items that had not been cleaned; the new stove installed the month before the tenancy ended had not been cleaned and the refrigerator was pulled out for cleaning. There was a cabinet and other items left behind by the tenant. On July 20, 2015 the tenant's brother contacted the landlord's representative to arrange to move the items left in the rental unit.

The landlord's representative testified that extensive cleaning had to be performed. The refrigerator had to be partially disassembled to get rid of the mold and the unit had to be re-cleaned to get rid of cooking odours. The owner of the rental unit has performed additional work to the rental unit, including painting that was not included in the claim.

The landlord submitted invoices for the following amounts:

• Fridge cleaning and cleaning surface top of 3 week old stove:	\$170.10
• Two hours of general cleaning::	\$52.50
• Cleaning supplies, paint and cleaning & painting costs:	\$289.99
Total:	\$512.59

The landlord reduced the amount sought for cleaning and painting and supplies to the sum of \$227.40 so as to limit the landlord's claim to the amount of the security deposit.

The tenant disputed the landlord's claim. He and his brother testified at the hearing that the rental unit was properly cleaned at the end of the tenancy. They said that the landlord knew where the tenants operated their business and she was one of their customers. The tenant said that the landlord could have attended at any time to retrieve the keys. The tenants vacated the unit before June 15<sup>th</sup> and the landlord could have obtained the keys at any time after that.

### Analysis

Section 37 of the *Residential Tenancy Act* provides that a tenant must return all keys to the landlord at the end of the tenancy and must leave the unit reasonably clean and undamaged except for reasonable wear and tear. I accept the testimony of the landlord's representative that she emailed the tenant on June 20, 2016 seeking to schedule a walkthrough of the rental unit, but did not receive a reply. The landlord's representative properly expected the keys to be returned to her. When the month of June passed without return of the keys she went herself to retrieve them. She inspected the unit after collecting the keys. The rental unit was shut up and the power had been turned off for several weeks. As the landlord's representative noted, the refrigerator was left with the door closed; I find that this was a careless act of the tenant that necessitated the cleaning efforts claimed by the landlord. The tenant agreed on June 13<sup>th</sup> that specific cleaning was needed. The cleaning was only partially done and the tenant did not take part in a move-out inspection. There were strong cooking odours in the rental unit and I find that, as stated by the landlord's representative in her submissions and testimony, necessary cleaning was not done. I find that there was additional cleaning that had to be performed after the tenancy ended in order to make the rental unit reasonably clean. I find that the landlord's claim exceeded the amount of the security deposit, but the landlord has elected to limit the claim to the amount of the security deposit that it holds.

### Conclusion

As claimed by the landlord, I order that the landlord retain the security deposit in the amount of \$450.00 in full and final satisfaction of all claims by the landlord with respect to the tenancy, including the cost of cleaning and repairs to the rental unit. Because the landlord has elected to limit its claim to amount of the security deposit, I decline to award a filing fee with respect to this application.

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 05, 2016

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Residential Tenancy Branch