



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            mndc, mnsd, ff

### Introduction

The tenant applies for a monetary order from the landlord, for the return of the tenant's security deposit, doubled, and for a rebate of a portion of the rent for the final month of the tenancy.

Both parties attended the hearing. There are no issues regarding service of the tenant's claim upon the landlord, or regarding the exchange of evidence.

### Issue(s) to be Decided

Is the tenant entitled to a rebate of rent for November?

Is the tenant entitled to the return of the security deposit, doubled?

Is the tenant entitled to recovery of her filing fee?

### Background and Evidence

This tenancy began September 28, 2013 and ended November 28, 2016. Monthly rent was \$922.00 at the end of the tenancy. The tenant paid a security deposit of \$450.00 and a pet damage deposit of \$450.00 at the start of the tenancy. A cheque to repay those deposits was sent to the tenant on December 12, 2016, with \$105.00 withheld by the landlord pursuant to a written consent by the tenant's agent that this sum could be retained by the landlord. The tenant has cashed this cheque.

The tenant paid all of the rent for November, but moved out November 8. At a move out inspection on that date, the landlord determined that the curtains were not clean and had cat hair on them, and there was some other minor cleaning required. The tenant wanted opportunity to clean these items herself, and advised the landlord that she was retaining possession of the suite for all of November for that purpose. She advised the landlord not to enter her suite. The landlord nevertheless provided notice and entered the suite to do painting of a wall that was scuffed, and other minor repair. On November 28 the tenant's representative participated in a second walk through. The items that were to have been cleaned had not been attended to. The tenant's representative signed the condition inspection report and authorized the landlord to retain \$105.00 from the tenant's deposit for this cleaning. The tenant has tendered into evidence a written statement of her representative that she was coerced into signing, while the landlord's representative who was present at the walk through testified that no coercion had occurred, he had simply pointed out the options available to the tenant.

### Analysis

Regarding the claim for a rebate of the November rent, the landlord was fully entitled pursuant to section 29(1)(b) of the Residential Tenancy Act to give notice of entry, and to enter for a reasonable purpose. Entering the premises for the purposes of repair or improvement is certainly reasonable, particularly when the premises are unoccupied. The tenant paid rent for all

of November, and required and retained possession so that she or a representative could effect the final cleaning (which in fact was never done). There is no basis for the tenant's claim for a rebate of a portion of that November rent, and this portion of the claim is dismissed.

The tenant's representative who attended the move out inspection contends that the landlord refused to allow her sign the condition inspection form unless she agreed to the damages as well. While it may be that the two present were in disagreement over the severity of the damage, I find no basis to find that she was coerced into consenting to a reduction from the deposit of \$105.00, as suggested in her written statement. I note that she was not present at the hearing to answer questions about her statement, whereas the landlord's representative gave clear and compelling testimony as to the actual nature of events that occurred. I prefer this latter evidence, and therefore find that the tenant is held accountable to the agreement of her representative that the landlord retain the sum of \$105.00 from her deposit for the lack of cleaning to curtains and cupboards.

The tenant contends that the landlord completed a Condition Inspection Form on November 8, but failed to provide her with it. I prefer the landlord's testimony that the inspection was never completed on November 8, at the tenant's request so she could complete her cleaning. The tenant's representative received a copy of the report on November 28.

There is no basis for the tenant's claim to recover her deposits, let alone double the deposits. The landlord was authorized to deduct \$105.00 for the cleaning issues, and the tenant has already received the full balance of the deposits from the landlord, and has cashed that cheque.

The tenant's claim has no basis, is at least in part an abuse of process, and is dismissed in full. The tenant seeks recovery of her \$100.00 filing fee, but given that her entire claim is unsuccessful, I decline to award recovery of the filing fee.

#### Conclusion

The tenant's claim is dismissed in full.

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: February 03, 2017

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Residential Tenancy Branch