



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

On May 11, 2017, the Landlord submitted an Application for Dispute Resolution to keep the security deposit; and for a monetary order for the cost of cleaning the rental unit. The matter was set for a conference call hearing.

The Landlord and Tenant attended the teleconference hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and testified that they exchanged the documentary evidence before me. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to keep the security deposit
- Is the Landlord entitled to a monetary order?

Background and Evidence

The parties testified that the tenancy began on September 1, 2015, as a one year fixed term tenancy to continue thereafter as a month to month tenancy. A copy of the tenancy agreement was provided.

The tenancy agreement indicates that rent was \$610.00 each month and a security deposit of \$305.00 is due to be paid by September 1, 2015. The Landlord testified that the rent was reduced from \$610.00 per month to \$500.00 per month starting in November 2015, when the Tenant assumed the utility costs.

The Landlord testified that he received a \$305.00 security deposit from the Tenant.

The Tenant testified that he only recalls paying a \$250.00 security deposit. The Tenant provided a document with a Ministry stamp indicating that \$250.00 for a security deposit was sent to a North Vancouver address of the Landlord.

The Landlords bookkeeper Ms. B.J. testified that at the start of the tenancy they received the amount of \$795.00 from the Tenant for September 2015, rent and partial security deposit. She testified that rent was \$610.00 and the remaining amount of \$185.00 was accepted towards the security deposit. She testified that the Tenant still owed \$120.00 towards the full deposit of \$305.00. The Landlord provided a copy of a receipt dated August 27, 2015, for receipt of \$795.00. The receipt indicates that \$120.00 remains owing towards the deposit.

The Tenants advocate Mr. D.D. submitted that the Tenant paid the Landlord \$445.00 and that the Landlord's receipt is a fabrication.

The Tenant testified that the parties have participated in numerous Arbitration hearings and the Landlord is trying to recoup his losses.

Rent \$110.00

The Landlord testified that the Tenant only paid \$500.00 for rent for October 2015, and the Tenant still owes \$110.00.

The Tenant did not provide any testimony in response to the Landlord's claim for rent.

Cleaning Costs \$430.00 and Oven Cleaning\$130.00

The Landlord testified that the Tenant left the rental unit dirty at the end of the tenancy. The Landlord testified that it took six hours to clean the rental unit. He testified that it cost \$10.00 to dispose of the garbage and \$120.00 to clean the stove and behind the stove. The Landlord testified that the bathroom was dirty and the walls and floors of the unit needed to be washed due to pet hair and streaks. The Landlord submitted that the cleaning costs were \$430.00.

The Landlord provided a document to clarify his monetary claims. The document states that the Landlord is only seeking to recover \$380.00 of the \$560.00.

The Landlord provided photographs of the condition of the rental unit at the start of the tenancy and also provided photographs taken of the rental unit at the end of the tenancy.

The Landlord testified that a move in inspection and a move out inspection were completed with the Tenant. The Landlord provided a copy of a condition inspection report.

The Landlord testified that the Tenant did not agree with the contents of the condition inspection report at the time of the move out and the Tenant circled the items that he did not agree with.

The Landlord testified that at the end of the tenancy, the Tenant allowed the Landlord to keep the amount of \$110.00 for the cost of utilities.

In response, the Tenant confirmed that he agreed that the Landlord could keep \$100.00 from the security deposit for the cost of utilities.

The Tenant testified that he hired a cleaner on April 30, 2017, and paid the cleaner \$90.00. The Tenant testified that the rental unit was clean and did not smell. The Tenant provided photographs of the rental unit that he indicates were taken on April 30, 2017. Many of the Tenants photographs are out of focus. The Tenant provided a receipt for cost of hiring a cleaner.

The Tenant disagreed with the Landlord that the stove top; oven; refrigerator; and living room floor required cleaning.

The Tenant testified that he did not have time to inspect the rental unit at the start of the tenancy because the occupant had not completely moved out and the rental unit was dirty. The Tenant testified that he did sign the move in inspection report.

The Landlord testified that at the start of the tenancy some items from the previous occupant were in the unit and were removed. He testified that the rental unit was cleaned before the Tenant moved in.

The Landlord is seeking a monetary order for \$110.00 for rent and \$380.00 in cleaning and garbage disposal costs.

The Landlord is requesting to keep the security deposit in partial satisfaction of his claim.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

Security Deposit

I find that the tenancy agreement required the Tenant to pay a security deposit of \$305.00. I find that the Ministry paid the Landlord \$250.00 towards the security deposit.

I do not accept the submission from the Tenant's advocate that the Tenant paid \$445.00 towards the deposit. There is insufficient evidence from the Tenant to support that submission and I find that it makes no sense that the Tenant would pay the Landlord more than the amount listed on the tenancy agreement.

I do not accept the Landlord's submission and evidence that they only received \$185.00 towards the deposit. The testimony from the Landlord and bookkeeper on the amount received was inconsistent. The Landlord testified at the start of the hearing that he received \$305.00 and later the bookkeeper testified that they had received \$185.00.

The Tenant provided the better evidence of the amount the Landlord received by producing a document from the Ministry in the amount of \$250.00 that was sent to the Landlord.

The Tenant permitted the Landlord to retain \$110.00 of the deposit for utilities. I find that a deposit of \$140.00 remains.

October 2015, Rent

The parties have participated in previous dispute resolution hearing in December 2016, and February 2017. In the December 2016 hearing the Arbitrator found that the October rent was paid by the Ministry and set aside a 10 Day Notice to End Tenancy. The Tenant was given leave to reapply for his other monetary claims. In the February 2017, hearing, the Arbitrator found that there was no amount of rent in arrears.

I find that the issue of whether the Tenant owes the Landlord rent for October 2015, has already been considered and I decline to re-hear the claim. The Landlord's claim for \$110.00 is dismissed.

Cleaning

I find that the Condition Inspection Report is reliable evidence on the condition of the rental unit at the start of the tenancy. Both parties participated in the move in and move out inspection. The report is signed by both parties; however, the Tenant circled items that he was not in agreement with. I find that the Tenants signature indicates he agreed with the contents of the report.

After considering the testimony and photographic evidence provided by both parties regarding the condition of the rental unit at the end of the tenancy, I find that areas of the rental unit were left unclean. I find that the Landlord's photographic evidence is the

better evidence and supports his testimony that the rental unit was left dirty. I find that the floors; walls; oven and stove top were left dirty.

I find that the Landlord has established a total monetary claim of \$330.00 for cleaning costs. After setting off the remaining security deposit of \$140.00 towards the claim of \$330.00, I find that the Landlord is entitled to a monetary order in the amount of \$190.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Landlord's claim for a monetary order for having to clean the rental unit was successful. The Landlord is permitted to keep the security deposit of \$140.00 and is granted a monetary order in the amount of \$190.00.

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: September 7, 2017

Residential Tenancy Branch