



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TWENTY ONE HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of cleaning and for the recovery of the filing fee. The landlord also applied to retain a portion of the security deposit in satisfaction of her claim.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself. The corporate landlord was represented by their agents. As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of the other's evidence. I find that the evidence was served in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of cleaning and the filing fee?

### **Background and Evidence**

The parties agreed that the tenancy started on March 01, 2018. The monthly rent was \$1,500.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$750.00.

A copy of the move in and move out inspection report was filed into evidence. The move out report indicates that some cleaning was needed. The tenant did not agree with the report and recorded his disagreement on the report. The move out inspection was done on August 15, 2018 and the tenant provided a forwarding address on that day. The landlord made this application on August 27, 2018.

Both parties filed photographs of the rental unit at the time the tenancy ended. The landlord is claiming the cost of cleaning and has filed a copy of an invoice in the amount

of \$240.00 for four hours of cleaning done on August 16, 2018. The tenant stated that he did some research on the invoice and found that it did not appear to be legit as it did not have a company name or GST number.

### **Analysis**

I have reviewed the photographs of the unit filed into evidence by both parties. The tenant's photographs show that the unit has been cleaned. The landlord's photographs also show that the unit was clean. The landlord pointed out to some scuff marks and finger prints on the walls and stated that the unit was brand new at the start of tenancy. The landlord also stated that the unit was furnished and all the crockery had to be washed and there were a couple of tissues under the Murphy bed.

*Residential Tenancy Policy Guideline#1* addresses the responsibilities of the landlord and tenant regarding the rental unit. This guideline states that the tenant is responsible for washing scuff marks and finger prints off the walls. The landlord's photographs do show scuff marks and therefore I find that the tenant must cover the cost of cleaning the walls.

However the landlord has applied for four hours of cleaning of this 500 square foot rental unit. The photographs of both parties show that the rental unit is clean and therefore I find on a balance of probabilities that it is more likely than not that the scuff marks on the walls required no more than 30 minutes of cleaning.

The policy guideline also states that an Arbitrator may determine whether or not the condition of the premises meets reasonable health, cleanliness and sanitary standards which are not necessarily the standards of the Arbitrator, the landlord or the tenant.

In this case I find that except for the scuff marks, the tenant left the rental unit in a clean condition. I find that the tenant is responsible for 30 minutes of cleaning in the amount of \$30.00.

Since the landlord has not proven her entire claim, she must bear the cost of filing this application.

Residential Tenancy Policy Guideline 17 provides policy guidance with respect to security deposits and setoffs; it contains the following provision:

### **RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH ARBITRATION**

1. The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:

- a landlord's application to retain all or part of the security deposit, or
- a tenant's application for the return of the deposit unless the tenant's right to the return of the deposit has been extinguished under the Act. The arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for arbitration for its return.

In this application the landlord requested the retention of \$240.00 from the security deposit in satisfaction of her monetary claim and has established a claim of \$30.00. Because the landlord has established a claim in the amount of less than the security deposit it is appropriate that I order the return of the balance of the security deposit to the tenant.

Accordingly, I so order. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$720.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$720.00**.

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: December 20, 2018

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Residential Tenancy Branch