



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Salco Management and Salco Management  
Ltd. and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      MNSDS-DR, FFT, MNDCL, FFL

### **Introduction**

This hearing dealt with monetary cross applications. The tenant applied for return of double the security deposit. The landlord applied for compensation for cleaning the rental unit.

The tenant's application was initiated under the Direct Request procedure and was sent to a participatory hearing. The participatory hearing was held over two dates. Two Interim Decisions were issued and should be read in conjunction with this final decision.

Both parties appeared for the hearing. The parties were affirmed and the parties were ordered to not record the proceeding. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

### **Issue(s) to be Decided**

1. Is the tenant entitled to return of double the security deposit, as claimed?
2. Are the landlords entitled to compensation for cleaning the rental unit, as claimed?

### **Background and Evidence**

The tenancy started on July 17, 2019 and ended on October 15, 2020. The tenant paid a security deposit of \$650.00 and was required to pay rent of \$1300.00 on the first day of every month.

Both parties provided consistent submissions that a move in inspection report was completed and signed. The tenant submitted that the landlord had already filled in the

spaces on the move-in inspection report before the inspection took place. The landlord responded that only the parties' names were pre-completed.

On October 16, 2020 the landlord's agent MK attended the rental unit for purposes of performing the move-out inspection. The tenant and the occupant also attended. The tenant asserted that the landlord did not complete a move-out inspection report. MK stated he had the report with him as he inspected each room but the tenants would not follow him. The parties were in disagreement as to the level of cleanliness the rental unit was left by the tenant, as described further below in greater detail. The tenant started to make a video recording of the rental unit at the end of the inspection to demonstrate its cleanliness but MK ordered them to leave the property, stating they were trespassing. The tenant and her roommate proceeded to leave the property.

As for the tenant's forwarding address, I heard it had been written on an envelope containing the keys for the property. The tenant testified that MK took the keys but not the envelope. In an audio recording taking by the tenant, the occupant offered MK their forwarding address that was written on the envelope but MK responded that JK already had their address and he declined to take the envelope. The occupant took the envelope with her as they were escorted off the property. Shortly thereafter JK tried calling and texting the tenant to get her forwarding address. The tenant decided not to answer the phone or respond to JK.

The tenant did not authorize the landlord to deduct any specific amount from the security deposit in writing although the landlord was of the position they had a right to make a deduction for carpet cleaning based on a term in the tenancy agreement.

The tenant proceeded to file her Application for Dispute Resolution seeking return of double the security deposit.

After being served with the tenant's Application for Dispute Resolution the landlord sent a partial refund of \$539.75 after deducting \$110.25 for carpet cleaning. The tenant has not cashed the cheque.

The tenant is of the position she is entitled to doubling of the deposit because the landlord was given their forwarding address on October 16, 2020, even though MK declined to accept the paper on which it was written, and the landlord failed to refund the security deposit within 15 days. The landlord's agent JK was of the position they did not have the tenant's forwarding address because the tenant would not respond to her attempts to obtain the forwarding address after MK mistakenly believed JK already had

it. The landlord was of the position that the first time the landlord received the forwarding address was when they were served with the tenant's Application for Dispute Resolution.

The landlord also filed their own application seeking compensation for five hours of cleaning, at \$25.00 per hour, or \$125.00.

The landlord's agent MK testified that he spent approximately 12 hours cleaning the rental unit but the landlords limited their claim to five hours as this was the amount of time estimated at the time of the move-out inspection.

The tenant acknowledged there was some additional cleaning required to the appliances and dusty light fixtures but that the remainder of the rental unit was left clean. The tenant estimated that one hour would have been sufficient to clean the few areas she did not sufficiently clean.

Both parties pointed to photographs and video evidence in support of their respective positions. The landlords also pointed to the move-out inspection in support of their position.

### Analysis

Upon consideration of everything presented to me, I provide the following findings and reasons for each of the applications before me.

### **Tenant's application**

The tenant seeks return of double the security deposit.

Section 38(1) of the Act provides that the landlord has 15 days, from the date the tenancy ends or the landlord "receives" the tenant's forwarding address in writing, whichever date is later, to either refund the security deposit, get the tenant's written consent to retain it, or make an Application for Dispute Resolution to claim against it. Section 38(6) provides that if the landlord violates section 38(1) the landlord must pay the tenant double the security deposit.

At issue is when the landlord received the tenant's forwarding address in writing.

Upon listening to the tenant's audio recording made at the move-out inspection with MK, I am satisfied the tenant's roommate offered the forwarding address to MK on a piece of paper and MK responded that JK already had it in the office and did not take the piece of paper. MK's statement was incorrect as JK did not have tenant's forwarding address. I am of the view the tenant knew or ought to have known that JK did not have her forwarding address as tenant did not provide evidence that she had given the forwarding address previously. Further, JK tried contacting the tenant shortly after the move-out inspection ended to obtain the forwarding address and the tenant chose to ignore JK's communication and the tenant could have rectified the error had she responded to JK.

At issue is whether it is sufficient to consider the landlord to have "received" the forwarding address when it was offered to the landlord at the move-out inspection. I turn to section 88 of the Act which provides for how documents must be served. Where a landlord is served in person, section 88(b) provides that a document is served as follows:

(b)if the person is a landlord, by **leaving** a copy with an agent of the landlord;

[My emphasis added]

Considering the tenant's roommate took the envelope that contained the forwarding address with them when they left the property, I find the tenant did not leave the forwarding address with the landlord. Had the tenant left the envelope containing the forwarding address in the rental unit my finding would have been different.

In light of the above, I find the tenant had not sufficiently served the landlord with her forwarding address in writing prior to filing the tenant's Application for Dispute Resolution. Accordingly, I find the tenant's application was pre-mature and I dismiss it.

Where a tenant's application for return of the security deposit is pre-mature it is generally dismissed with leave to reapply. However, the landlord has filed an Application for Dispute Resolution to make a claim against the security deposit and I shall dispose of the security deposit under the landlord's application.

### **Landlord's application**

The landlord seeks authorization to deduct \$125.00 for five hours of cleaning from the tenant's security deposit.

Section 37 of the Act requires that a tenant leave a rental unit “reasonably clean” at the end of the tenancy. The tenant is not responsible for cleaning costs to bring the premises to a higher standard than “reasonably clean”. It is not uncommon for a landlord to provide an incoming tenant with a rental unit that is perfectly clean, or impeccably clean; however, the cost to bring it up to that standard is that of the landlord.

The parties were in dispute as to the level of cleanliness of the rental unit left by the tenant.

I have been provided photographs of the rental unit by the landlord and a video recording by the tenant.

The landlord also provided a condition inspection report in support of their position; however, I find the condition inspection report is not the best evidence as to the condition of the rental unit upon considering the following factors.

The tenant testified that the condition inspection report was not completed by the landlord during the move-out inspection. The landlords disputed that allegation. Upon listening to the audio recordings and the video recording I can hear no mention of MK presenting the tenant with the move-out inspection report. In any event, the tenant did not sign the condition inspection report to indicate she agreed with the landlord’s assessment of the condition of the property and, as such, I am of the view the landlord was on notice that he did not have the tenant’s agreement with his assessment.

Also of consideration is that the photographic and video recording show a rental unit that, in my view, depict a rental unit that appears reasonably clean with the exception of some areas such as dusty light fixtures and some food or drink residue in and around the kitchen appliances. Yet, the move-out inspection report reflects nearly every aspect of the rental unit as being not clean.

In light of the above, I find the most reliable evidence as to the state of cleanliness are the photographs and video recording. Upon review of this evidence, I find I am unsatisfied that five hours would be required to bring the rental unit up to a level of “reasonably clean” given the few areas requiring additional cleaning and the areas requiring additional cleaning appear relatively minor. Given the two estimations of time presented to me, I find the tenant’s estimation appears more reasonable. Therefore, I award the landlord compensation of one hour, at \$25.00 per hour, or \$25.00 for cleaning.

I make no award for the landlord to recover the filing fee as it is evident to me that the tenant was agreeable to compensating the landlord for some time for additional cleaning at the move-out inspection report but did not agree with the landlord's assessment of six hours, at that time, and the landlords failed to demonstrate so much time was required to bring the rental unit to a "reasonably clean" condition. Accordingly, I am of the view the landlord's application could have been avoided had the landlord not been so quick to demand the tenant leave the property and propose a more reasonable amount of cleaning time.

In keeping with my findings above, I authorize the landlords to deduct \$25.00 from the tenant's security deposit for cleaning.

As provided in Residential Tenancy Policy Guideline 17: *Security Deposit and Set Off*, I order the landlord to return the balance of the tenant's security deposit, in the net amount of \$625.00 to the tenant without delay and I provide the tenant with a Monetary Order for this amount to ensure payment is made.

### Conclusion

The tenant's application for return of double the security deposit was premature and is dismissed. I have disposed of the tenant's security deposit under the landlord's claim against the security deposit.

The landlord is authorized to deduct \$25.00 from the tenant's security deposit for cleaning. The landlord is ordered to return the balance of the security deposit in the net amount of \$625.00 to the tenant. The tenant is provided a Monetary Order in the amount of \$625.00 to ensure payment is made.

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: June 09, 2021

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Residential Tenancy Branch