

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Is the Tenant entitled to recover the filing fee for this application from the Landlord?

Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Both parties agree the security deposit is \$1500.00 and that the Landlord has returned \$1269.06 of the security deposit to the Tenant, while retaining \$230.94.

Is the landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

The Landlord provided a Monetary Order Worksheet requesting \$261.47 in cleaning costs. The Landlord provided a receipt from a cleaning company as follows:

Cleaning	\$179.00
Cleaning Oven	\$60.00
Cleaning Windows (inside)	\$30.00
10% discount	-\$26.90
Sub-total before GST	\$242.10
GST	\$12.45
Total	\$261.47

The Landlord also provided a copy of the move out Condition Inspection Report (CIR), it claims the internal windows, inside of the oven, back of the washing machine, and the utility room floor are dirty. It also states the other floors are dusty in general. The CIR is signed by the Landlord, but not the Tenant. The Tenant affirms being present while the CIR was done, but she did not sign it because she did not agree with it.

The Landlord provided pictures of the windows in the rental unit. All show dust and dirt on the window ledge, as well as on the window itself. The Tenant agrees these pictures are representative of the windows' conditions when she vacated, but she affirms that it is not dust, but ant poison that the Landlord knew she had applied and had asked her not to remove. The Landlord denies it was ant poison, or that she ever gave permission to the Tenant to leave the windows in the that condition.

Policy Guideline 1 states a tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy. I find the Tenant did not clean the windows and did not have the Landlord's permission not to do so. Therefore, I find the Landlord is entitled to \$27.00 plus GST for the window cleaning.

The Landlord also provided a picture of the oven and an interior that requires cleaning. Policy Guideline 1 states that at the end of the tenancy the tenant must clean the stove top, elements and oven. I find the oven required cleaning and that the Tenant did not do so. Therefore, I find the Landlord is entitled to \$54.00 plus GST for the oven cleaning

The Landlord also provided a picture from behind the washing machine that had been pulled forward and shows a build up of detritus on the floor. Policy Guideline 1 states that if an appliance is difficult to move and the landlord is responsible for moving and cleaning behind and underneath it. I find the Tenant is not responsible for cleaning behind the washing machine and I decline to award the Landlord compensation for this.

In the pictures provided by the Landlord, the floors do not seem excessively dirty, nor unreasonably dusty. This is further supported by the photographs provided by Tenant. Therefore, I decline to award the Landlord compensation for this.

I find the Landlord is entitled to compensation as follows:

Cleaning Oven	\$54.00
Cleaning Windows (inside)	\$27.00
GST	\$4.05
Total	\$85.05

The Landlord is granted a Monetary Order for \$85.05.

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Both parties agree that Landlord retains \$230.94 of the security deposit. As I find the Landlord is entitled to \$85.05, the Tenant is entitled to the return of the remaining \$145.89 of the security deposit.

The Tenant is granted a Monetary Order for \$145.89, the remainder of the security deposit.

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

As the Landlord was only partly successful in this application, the Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

As the Tenant was only partly successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$85.05** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	\$85.05
Total Amount	\$85.05

The Landlord may retain the amount of the Monetary Order from the tenant's security deposit as full satisfaction of the monetary order.

I grant the Tenant a Monetary Order in the amount of **\$145.89** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act	\$145.89
Total Amount	\$145.89

The Tenant is provided with this Order in the above terms and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The Landlord must return the remaining \$145.89 of the Tenant's security deposit within 15 days of the date of this decision.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: May 17, 2024

Residential Tenancy Branch