



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlord's request to retain a portion of the tenants' security deposit and recovery of the filing fee. Both parties were represented at the hearing and were provided an opportunity to be heard.

Issues(s) to be Decided

1. Has the landlord established an entitlement to retain \$190.00 from the tenants' security deposit for cleaning, carpet cleaning and blind cleaning?
2. Award of the filing fee.
3. Monetary Order for the tenants.

Background and Evidence

I heard undisputed testimony that the tenancy commenced approximately two years ago. The landlord and tenant participated in a move-in and move-out inspection and inspection reports were prepared by the landlord. The tenant was in agreement with the landlord's assessment of condition of the rental unit at the end of the tenancy, as indicated on the move-out inspection report; however, the tenant did not agree with the deductions the landlord wished to make. The landlord has sought deductions of:

\$35.00 for 1 hour of cleaning

\$65.00 for carpet cleaning

\$90.00 for blind cleaning

The tenant testified that agreed with the deductions for the general cleaning and carpet cleaning but not the blind cleaning charge.

The tenant had doubts that the blinds had been professionally cleaned prior to her moving in to the apartment and the landlord had not provided evidence that they had. The tenant testified that they did not smoke in the rental unit and they are in satisfactory condition.

The landlord pointed to clause 8b in the tenancy agreement which provides: "If the carpets and blinds have been professionally cleaned prior to move-in by the Landlord, the Tenant shall be responsible to have them professionally cleaned upon move-out." The landlord referred to the move-in inspection and commented that the tenant had not indicated the blinds were not clean at the time of move-in.

The move-in and move-out condition reports were provided as evidence for the hearing. The move-in condition report has a space asking "has carpet been steam cleaned/replaced?" however there is no similar question pertaining to the condition of the blinds. In fact, the move-in inspection report offers no specific provision to indicate the general condition of the blinds. The move-out inspection report has a line that asks whether the blinds/drapes need cleaning or replacement and this line was left blank.

Analysis

With respect to monetary claims, the onus or burden of proof is on the party the claim to prove their entitlement to the amount claimed. The landlord's tenancy agreement stipulates that tenants are required to professionally clean the blinds if the landlord had done so prior to the commencement of the tenancy. From the evidence submitted for this hearing, I can find no indication that the blinds were professionally cleaned prior to the tenants moving in. I find insufficient evidence to establish the condition of the blinds at the commencement of the tenancy and the landlord provided no receipts or other



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

documentation to would establish their condition at the time of move-in. Therefore, the landlord has not proven its entitlement to collect \$90.00 for professional blind cleaning.

As the tenant consented to deductions of \$35.00 and \$65.00 for general cleaning and carpet cleaning I award those amounts to the landlord.

I made no award to the landlord for the filing fee as I am of the opinion this matter could have been resolved had the landlord provided evidence to the tenants that the blinds had been cleaned prior to the tenants moving in.

The landlord is ordered to return the tenants' security deposit, plus accrued interest to today's date, less deductions of \$35.00 and \$65.00 to the tenants forthwith.

From the evidence provided to me, I provide the tenants with a Monetary Order calculated as follows:

Security deposit	\$ 377.50
Remote deposit	60.00
Accrued interest	10.24
Less: cleaning charge	(35.00)
Less: carpet cleaning	<u>(65.00)</u>
Amount owed to tenants	<u>\$ 347.74</u>

If the remote deposit has already been returned to the tenants, \$60.00 shall be deducted from the amount payable to the tenants.

To enforce payment, the tenants must serve the landlord with the Monetary Order and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.



Dispute Resolution Services

Page: 4

Residential Tenancy Branch
Ministry of Housing and Social Development

Conclusion

The landlord is authorized to retain \$35.00 and \$65.00 from the security deposit for cleaning and carpet cleaning. The landlord's claim for blind cleaning is denied. The tenants are provided a Monetary Order of \$347.74 for the remainder of their security deposit and accrued interest.

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 05, 2009.

Dispute Resolution Officer