



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MND, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on February 1, 2010. Monthly rent is \$900.00, and it is payable in "bi-weekly payments of \$450.00." A security deposit of \$450.00 was collected at the start of tenancy. There is no move-in condition inspection report in evidence.

By letter dated January 25, 2013 the tenant gave notice to end the tenancy effective February 28, 2013. In this same letter the tenant informed the landlord of her forwarding address for the purposes of repayment of her security deposit.

While a preliminary move-out condition inspection was completed with the participation of both parties on February 27, 2013, a move-out condition inspection report was not subsequently completed. As the landlord considered that the unit had not been left sufficiently clean, he proposed to the tenant that he retain all or a portion of the security deposit in order to cover the anticipated costs of cleaning. However, the tenant did not agree. Thereafter, the landlord filed an application for dispute resolution of March 1, 2013. Following this, the landlord sent a postal money order in favour of the tenant dated March 11, 2013 in the full amount of the security deposit of \$450.00.

Despite the landlord's repayment of the tenant's full security deposit, the particular aspects of the landlord's application remain as follows:

\$74.23: *carpet cleaner, detergent, spot remover.*  
\$26.52: *cleaning supplies.*  
\$150.00: *time spent cleaning (7.5 hours x \$20.00 per hour).*  
\$50.00: *filing fee.*

While there was some discussion between the parties during the hearing around resolving the dispute, no mutually agreeable settlement was reached.

### Analysis

In summary, the landlord claims that the tenant did not leave the unit “reasonably clean,” even in consideration of reasonable wear and tear arising from a 3 year tenancy. For example, the landlord claims that the carpet was in need of far more cleaning than the level of cleanliness achieved by the tenant. For her part, the tenant claims that she dry shampooed the carpet and that it was left in better condition than she found it at the start of tenancy. The tenant also claims that the landlord failed to provide her son with a final opportunity to clean and complete certain repairs at the unit on February 28, 2013, as had earlier been agreed.

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, in part:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

The attention of the parties is also drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 24 and 36 of the Act provide, in part, that the right of a landlord to claim against a security deposit for damage to a residential property is extinguished if the landlord “does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.”

Based on the documentary evidence and testimony, I find that in the absence of the comparative results of move-in and move-out condition inspection reports, the landlord’s application must be dismissed.

### Conclusion

The landlord’s application is hereby dismissed.

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: May 27, 2013

---

Residential Tenancy Branch

