



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to retain a portion of the security deposit to cover the cost of cleaning the rental unit after the tenant moved out. The landlord is also filing for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Has the landlord established a claim against the security deposit and if so in what amount? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on June 15 2012 for a fixed term of one year. At the end of the term, the tenancy continued on a month to month basis. The rent was \$725.00 payable on the first of each month. Prior to moving in the tenant paid a security in the amount of \$350.00. The rental unit is located in the basement of the landlord's home. The landlord lives in the suite above.

On February 27, 2014, the tenant provided the landlord with written notice to end the tenancy effective March 31, 2014. A forwarding address was included in the notice. The tenant testified that on the morning of March 31, she returned to the rental unit and waited for the landlord to hand over the keys and do a move out inspection. The tenant knocked on the landlord's door a few times and then left the keys in the mail box, when no one answered her multiple knocks on the landlord's door.

The landlord stated that he had contacted the tenant by text message but she did not respond. The tenant maintained that the landlord did not notify her of an appointment to do a move out inspection. The landlord carried out the move out inspection at 4pm on March 31, 2014, in the absence of the tenant.

The landlord stated that the unit was not clean and the carpets were not steam cleaned. The landlord is claiming \$100.00 for cleaning and \$96.86 for steam cleaning the carpet and filed a receipt for the cost of steam cleaning the carpet. The landlord also filed photographs that show cobwebs around a window sill, a few stains on an oven door and a dirty sink.

The tenant stated that she cleaned the rental unit prior to moving out and filed photographs to support her testimony. The tenant agreed that she had not steam cleaned the carpet. The photographs filed by the tenant show a unit that is clean.

Analysis

Section 23 of the *Residential Tenancy Act* states that a landlord must offer the tenant at least two opportunities for the inspection and the landlord must make the inspection and complete and sign the report without the tenant, if the landlord offered the tenant at least two opportunities and the tenant did not participate on either occasion.

Based on the landlord's evidence and testimony of both parties, I find that the landlord did not offer the tenant an opportunity to do a move out inspection and allowed a new tenant to move in immediately after the tenant moved out.

Therefore pursuant to section 24 of the *Residential Tenancy Act*, the right of the landlord to claim against a security deposit is extinguished if he did not comply with section 23 (two opportunities for inspection).

However, even though the landlord's right to claim against the security deposit is extinguished, the landlord may make a claim for damages.

Residential Tenancy Policy Guideline#1 states that generally at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpet after a tenancy of one year. In this case the tenancy lasted for almost two years and therefore I find that the tenant is responsible for the cost of steam cleaning the carpet in the amount of \$96.86.

This 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 have reviewed the photographs filed into evidence by both parties and I find that the tenant left the unit in a reasonably clean condition and therefore the landlord's claim for \$100.00 for cleaning is dismissed.

The landlord has proven a portion of his claim and therefore I award the landlord a portion of the filing fee in the amount of \$25.00.

Overall the landlord has established a claim of \$121.86 which consists of \$96.86 for carpet cleaning plus \$25.00 for the filing fee. I hereby order that the landlord retain this amount from the security deposit and return the balance of \$228.14 to the tenant within 15 days of receiving this decision.

Conclusion

The landlord must return \$228.14 to the tenant within 15 days of receiving 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 *Residential Tenancy Act*.

Dated: August 06, 2014

Residential Tenancy Branch

