



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNDCL-S, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution on July 12, 2022 seeking compensation their monetary loss or other money owed. Additionally, they seek reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on April 3, 2023.

The Landlord and Tenant both attended the scheduled hearing. The Tenant confirmed they received the Notice of Dispute Resolution Proceeding and evidence from the Landlord directly. The Tenant submitted a single piece of evidence that repeated a piece submitted by the Landlord. On the basis of confirmed disclosure, I proceeded with the hearing as scheduled.

### Issues to be Decided

Is the Landlord entitled to compensation for monetary loss or other money owed, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

### Background and Evidence

The Landlord provided a copy of the tenancy agreement to show the basic details. The tenancy started on May 31, 2019 and ended on June 29, 2022. The rent amount as of

the end of the tenancy was \$1,500, and the Tenant paid a security deposit of \$750, still held by the Landlord as of the date of this hearing.

The Landlord ended the tenancy for the reason of their own use of the rental unit. In the hearing the Landlord described undertaking renovations in the rental unit after the Tenant moved out. The Tenant described a contractor's visit approximately one week before they moved out from the rental unit.

The Landlord's agent completed an inspection of the rental unit together with the Tenant on June 30, 2022. They signed a Condition Inspection Report (as provided by each party as evidence for this hearing) in which "Fair" is shown as conditions on five points in the report. The Tenant indicated that they agreed that the report represented the condition of the rental unit. Attending in the hearing, the Landlord's agent stated they had the impression from the Landlord that there was going to be a large-scale renovation in the rental unit "right away", and this precluded the need for a thorough cleaning inspection and alleviated the need for particulars on all distinct areas within the rental unit.

The Landlord paid for additional cleaning with a service that visited and completed cleaning in the rental unit on July 7. The company's cleaning checklist and their invoice for \$466.20 appears in the Landlord's evidence. The Landlord's email record shows the property manager forwarded this to the Tenant on July 7. The Tenant stated their objection to the amount, based on the smaller size of the rental unit. The Tenant noted "The pending cleaning job was behind the fridge, oven, bed, couch, tv, baseboards and balcony."

The \$466.20 is the extent of the Landlord's claimed amount for money owed.

In the hearing, the Tenant noted their objection to the invoice showing a "move-out add-on" fee of \$300, an amount that is double what the cleaner actually charged for the work of cleaning, at \$144. The Tenant stated they agreed to a basic amount for the work of cleaning, "like under \$200".

The Landlord provided another subsequent email from the Tenant to the Landlord's agent, dated July 9. The Tenant stated their disagreement with the charges, with "the standard move out cleaning charge . . . never consulted with me." They re-stated that they had cleaned most of the apartment, and "can only be charged on an hourly basis, for the remaining cleaning job". This would include the "areas behind fridge, oven, bed, baseboards."

The Landlord referred to the pictures and video they provided in their evidence, to show before/after images of the state of the rental unit. The Landlord described how, when they left the unit themselves in 2016, they left the rental unit in a state that was suitable for renting it to new tenants; this is the same standard they expected at the end of this tenancy.

### Analysis

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

In terms of the rental unit here being reasonably clean – with no specific items damaged in the Landlord’s record – I find the reference point for the Tenant here was the Condition Inspection Report they completed with the property manager at the end of the tenancy. There were specific points noted as “fair”, and nothing noted to be “dirty” or “stained”. The Landlord later – and separate via a cleaning firm -- identified areas behind the appliances as needing attention, and other areas showing on walls and baseboards as needing further cleaning.

I find the Tenant was not afforded the opportunity to complete cleaning to the required standard as set out in s. 37(2). The Tenant accepted this and acknowledged some amount owing for this extra cleaning. I find the amount of \$144 as the actual amount of cleaning undertaken is an accurate representation of the amount owing.

Aside from this, I find the Tenant shall not pay for the fixed “move-out add-on” fee which has no explanation. The Landlord surmised it was a default payment charged by the cleaning service based on rental unit size; however, I find this equates to some hidden fee, purely arbitrary and not based on actual monetary loss to the Landlord, which, as per the *Act* can only involve the state of the rental unit.

In total, I find the Landlord established a claim of \$144. This is based on a review of the available evidence, and the parties’ testimony in the hearing.

The Landlord was moderately successful in this hearing; therefore, I grant the amount of \$56 to them as recompense for the Application filing fee.

The *Act* s. 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by a landlord. The Landlord here has established a claim of \$200 in total. After setting off the security deposit \$750, there is a balance of \$550. I am authorizing the Landlord to deduct \$200 from the security deposit amount, and order the remainder of that security deposit returned to the Tenant. To give effect to this, I grant a Monetary Order for the \$550 amount back to the Tenant.

### Conclusion

Pursuant to s. 38 of the *Act*, I grant the Tenant a Monetary Order in the amount of \$550 for the return of the security deposit balance. I provide this Monetary Order in the above terms and the Tenant must serve the Monetary Order to the Landlord as soon as possible. Should the Landlord fail to comply with the Monetary Order, the Tenant may file it in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

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

Dated: April 4, 2023

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Residential Tenancy Branch