

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This was a review teleconference hearing which was convened after the Tenant was granted a review on May 20, 2010, of the original decision and Order issued July 24, 2009. This decision should be read in conjunction with the original decision of July 24, 2009.

The Landlord served the Tenant with copies of the original application for dispute resolution and with copies of the Landlord's evidence on June 23, 2010 via express post. The Tenant confirmed receipt of the hearing documents and the Landlord's evidence.

The Landlord, the Tenant, and the Tenant's Witness appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issues(s) to be Decided

Is the Landlord entitled to a Monetary Order under sections 38, 67, and 72 of the *Residential Tenancy Act*?

Background and Evidence

The Tenant's Witness testified that she was at the rental unit on the day the Tenant was moving out and that she personally witnessed the Tenant vacuum, wash the floors, counters, cupboards, and the outside of the fridge and stove. The Witness confirmed that she did not see the Tenant clean the inside of the fridge or the inside of the oven. The Witness argued that the Tenant did not cause damage to the rental unit except for

when he was injured and fell against the wall causing a small hole which the Tenant repaired.

The Tenant then confirmed the start and end dates of his tenancy, the amount of the monthly rent, and that he paid a security deposit of \$425.00 on April 30, 2007. The Tenant provided his current residential address and his service address which is his girlfriend's address. The Tenant requested that today's decision be sent to his service address.

I read the background and evidence which was provided by the Landlord and written in my July 24, 2009 decision and asked the Tenant to provide testimony in response to the Landlord's claim.

The Tenant argued that he cleaned the rental unit to the best of his ability, that the lock on the door was installed prior to this Landlord purchasing the building, and that about three to four months prior to the end of the tenancy he was provided with a new stove.

While reviewing the Tenant's testimony and referring to the Landlord's evidence the Tenant argued that he did not receive photos of the inside of the fridge and stove and that he only received six photos. The Tenant then pointed out that the receipt provided by the Landlord for the photo development was a recent receipt and is not dated when the tenancy ended.

In closing the Tenant stated "maybe I would agree to an hour or two for cleaning the fridge or stove" but he could not agree to the Landlord's claim.

The Landlord countered by saying the pictures were stored on a digital device and were re-printed for the benefit of the review hearing which is why the receipt is from a recent date.

The Landlord pointed out that the stain on the linoleum was in fact located in the dining room and was not documented on the move-in inspection report however the report did indicate there were numerous cuts on the floor. She then confirmed the dining room flooring was covered with new linoleum as part of the renovations. The building was built sometime in the 1960's and the Landlord did not know the age of the flooring in the rental unit.

The Tenant was provided an opportunity to comment on the Landlord's testimony at which time he confirmed a second time that he agreed that he stated that maybe he would pay for an hour or two for cleaning the fridge or stove but that amount should only be charged at \$10.00 per hour. He then went on to asked why I received nine photos and he only received six. I pointed out to the Tenant that at no time did I state I received nine photos from the Landlord.

The Tenant confirmed that he received compensation equal to one month's rent for receiving the two month notice to end tenancy.

Analysis

The original hearing was reconvened today in accordance with Section 82 (2) of the *Residential Tenancy Act*. Upon careful review of the evidence I find the facts remain the same in that the Tenant did not clean the inside of the fridge or the oven in contravention of section 37 of the Act, and the Landlord completed a renovation of such proportion (replacing all the flooring, the kitchen cupboards, counters, and bathroom renovation) that the Tenant could not be held accountable for additional cleaning in the unit. That being said I find my original decision and Orders still stand.

A copy of the original decision, dated July 24, 2009 is attached to this decision.

Conclusion

The Monetary Order in favour of the Tenant in the amount of \$325.74 is hereby reinstated and is of full force and effect. A copy of the Tenant's decision will include copies of the original monetary order and will be sent to the Tenant's service address as noted on the front of this document and will be accompanied by the monetary order for \$325.74. The Tenant must serve the Order on the Landlord and may enforce the Order through the Provincial Court.

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: July 08, 2010.

Dispute Resolution Officer