



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for damage to the rental unit, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$691.50 for damage to the rental unit?

Is the landlord entitled to retain the deposit paid in partial satisfaction of the claim for compensation?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced September 1, 2003. On August 11, 2003, a deposit in the sum of \$362.50 was paid. The tenancy ended on April 30, 2010.

A copy of a move-in and move-out condition inspection reports were supplied as evidence.

The landlord has made the following claim:

12 hours cleaning @\$25.00/hour	300.00
Drape cleaning	83.50
Dumping furniture	100.00
Entry door key missing	25.00
	691.50

The initial move-out condition inspection was scheduled for 9 a.m. on April 30; this was altered, by agreement, to 12 noon. The tenant arrived at 12:30 and requested until 3 p.m., so that additional cleaning could take place. The tenant left the unit just prior to 3 p.m. and did not participate in the inspection as the landlord had told her she was not going to receive any of her deposit back. The landlord stated that she told the tenant any costs would be deducted from the deposit held by the landlord.

In October 2008, the landlord had completed an inspection of the unit and at that time had left some cleaning supplies for the tenant, as the oven needed cleaning; a copy of the report submitted as evidence indicated that the unit was dirty.

The landlord arrived at the unit at 3 p.m., on April 30, 2010, the tenant was not there, keys were left on the counter and by 4 p.m. the landlord had left the unit, as the tenant did not return.

Prior to 12:30 p.m., on April 30, 2010, the landlord took photographs of the unit which show the unit in need of cleaning. These photographs were submitted as evidence. The oven, fridge, freezer, cupboards, carpet, bathroom, walls, ceiling and curtains all required considerable cleaning. The landlord's evidence indicated that the tenant had left belongings which resulted in dumping fees of \$100.00.

The photographs of the carpet showed staining and dirt. The tenant did vacuum the carpets, but the 6 year old carpets were left in a soiled condition.

The photographs of the curtains show staining and what appears to be dirt. The curtains were new at the start of the tenancy. The tenant did not clean the curtains.

The tenant provided photographs showing some of the items alleged to have been left behind, as shown in the landlord's photographs. The tenant took these photos after the move and submitted them as evidence that items were not left in the unit after 3 p.m. on April 30, 2010.

The tenant agreed that some cleaning was required, but only 3 hours, not the twelve claimed by the landlord. The tenant sprayed the oven with cleaner, wiped out the fridge and freezer and took away garbage. The tenant was not sure if the walls had been washed or the ceiling wiped down. The tenant spent 1.5 hours cleaning the bathroom while a friend was cleaning the rest of the unit.

The tenant stated that the landlord did receive all 4 keys, but the landlord's key reports, submitted as evidence indicated that key # 47 had not been returned and that the key left by the tenant on April 30 was key # 34. Key #95 was returned on November 3, 2007 and key #25 was returned on May 2, 2010.

The landlord supplied an invoice for the amounts claimed and a list of charges levied. The landlord applied against the deposit within fifteen days of the end of the tenancy.

Analysis

The tenant and landlord had agreed to delay the inspection from 9 a.m., to 12 noon and then to 3 p.m. The tenant's belief that the landlord would not return the deposit resulted in the tenant leaving the unit before 3 p.m. on April, 30, 2010. The inspection as completed in the absence of the tenant.

The landlord submitted evidence of the need for an extensive amount of cleaning that I find could not have been sufficiently completed in a period of 2.5 hours; particularly when 1 of the 2 people cleaning spent 1.5 hours in the bathroom alone. Based upon the photographs taken prior to 3 p.m. showing the state of the unit and the time the tenant spent in the unit between 12:30 p.m. and 3 p.m., I find that the landlord is entitled to cleaning costs as claimed.

I find, on the balance of probabilities, that the furniture shown in the landlord's photographs were not left in the rental unit, as the tenant's photographs show the items in her possession, after the move occurred. Therefore, the claim for furniture removal and dumping fees is dismissed.

The carpets were not cleaned by the tenant and were left with numerous stains. I find that the landlord is entitled to carpet cleaning costs, based upon the photographic evidence and the tenant's acknowledgement that she did not clean the carpets.

I find that the landlord's key records submitted as evidence are convincing as they record key returns for the unit that occurred over a period of several years. Therefore, I find, on the balance of probabilities, that the tenant did not return the last key and that the landlord is entitled to key replacement costs.

Therefore, the landlord is entitled to the following compensation:

	Claimed	Accepted
Carpet cleaning	183.00	183.00
Drape cleaning	83.50	83.50
Dumping furniture	100.00	0
Entry door key missing	25.00	25.00
	691.50	591.50

I find that the landlord's application has merit, and that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit plus interest, in the amount of \$375.34, in partial satisfaction of the monetary claim.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$641.50, which is comprised of \$591.50 in damages and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit plus interest, in the amount of \$375.34, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$266.16. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 27, 2010.

Dispute Resolution Officer