



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, & FF

### Introduction

This hearing dealt with an application by the landlord seeking compensation related to costs to repair and clean the rental unit after the tenants failed to return the rental unit in a clean and undamaged condition.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

The landlord's application was amended to correctly identify the landlord as found in the tenancy agreement between the parties.

### Issues(s) to be Decided

Has the landlord established a monetary claim related to the tenants' failure to clean and repair the rental unit?

### Background and Evidence

This tenancy began on October 1, 2008 for the current monthly rent of \$550.00 and a security deposit of \$275.00 paid on September 15, 2008. A move in condition was completed on October 1, 2008. The tenants gave notice to end the tenancy effective March 31, 2010.

The landlord expected the tenants to contact them once they had completed their move out. The landlord stated that on April 1, 2010 they proceeded to clean and repair the rental unit and completed a move out condition inspection in the absence of the tenants. The landlord stated that because the tenants had left without any communication or leaving the keys, they proceeded to have the locks on the rental unit changed. The landlord states that one of the tenants appeared at the rental unit at approximately 12:45 p.m. but did not provide a forwarding address in writing until May 26, 2010.

The landlord submits the following monetary claim due to the tenants' failure to clean and repair the rental unit:

Carpet cleaning and stain removal	\$101.60
Labour cost to clean rental unit based on 11 hours at \$20.00 per hour	\$220.00
Repair to scratches in deck railing	\$40.00
Cost to replace keys to rental unit including mail key	\$17.12
Over holding of rental unit by tenants (prorated portion of monthly rent)	\$18.54
Recovery of filing fee paid for this application	\$50.00
<b>TOTAL</b>	<b>\$453.84</b>

The landlord seeks to retain the tenants' security deposit plus interest of \$276.22 in partial satisfaction of this claim and seeks a monetary Order for the remaining balance owed of **\$177.62**.

The tenants dispute the landlord's claim and state that the landlord is seeking inflated amounts for the cost of cleaning. The tenants did concede that the railing was damaged; however, did not believe that it would cost \$40.00 to repair. The tenants also submit that the fridge and stove required some cleaning but believed that the rental unit could have been adequately cleaned in three hours. The tenants also reject the landlord's claim for cost to replace the keys to the rental unit. The tenants stated that they arrived at the rental unit at 11:45 a.m. on April 1, 2010 and that it was unnecessary for the landlord to replace the locks. Finally, with respect to the carpets the tenants stated that they agreed to pay \$60.00 cleaning fee but dispute the additional cost associated with a stain in the bedroom. The tenants argued that the carpets are worn and old and were already in rough shape before the tenancy began.

### Analysis

I grant the landlord's application for Dispute Resolution. I find that the landlord's claim is reasonable and supported by the evidence. The tenants have acknowledged the state of the rental unit, including the damage to the railing and the lack of cleaning and have only argued that the amount claimed by the landlord is unreasonable. However, the tenants failed to demonstrate why the amounts claimed are excessive. I find, on the

balance of probabilities that the amounts claimed by the landlord are accurate reflection of the work completed to clean and repair the rental unit.

The only portion of the landlord's claim which I do not accept is the cost to replace the keys to the rental unit. I find that the landlord failed in their obligation to set the time for the move out condition inspection as required by section 35 of the *Act*. The landlord is required to provide in writing two opportunities for the tenant to participate in the move out condition inspection. The landlord did not fulfil this requirement and as a result the inspection was not completed on March 31, 2010 or in the morning of April 1, 2010. As a result I find that the landlord is responsible for the cost of replacing the keys to the rental unit.

I find that the landlord has established a total monetary claim for the sum of \$436.72. From this sum I Order that the landlord may retain the tenants' security deposit plus interest of \$276.22 in partial satisfaction of this claim and I grant the landlord a monetary Order for the remaining sum owed of **\$160.50**.

### Conclusion

I find that the landlord has established a monetary claim due to breach of the tenancy agreement by the tenants for the sum of **\$160.50**. This Order may be served on the tenants. This Order may be 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: November 08, 2010.

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Dispute Resolution Officer