



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, SS

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for compensation for damage or loss - Section 67;
2. An Order to serve documents in a different way – Section 71.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

During the Hearing, no evidence was provided to substantiate any need for a different service method and the Landlord did not raise any objections to any service on the Landlord. Accordingly, this part of the application is dismissed. Further during the Hearing, the Tenant requested that the hearing include consideration of return of the security deposit. It is noted that the application was made prior to the end of the tenancy and did not include this claim. Considering prejudice to the Landlord with an amendment of the application at this time, I declined to consider the matter of the security deposit and the Tenant is at liberty to make an application for its return.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on June 1, 2011 and ended on June 30, 2011. Rent in the amount of \$675.00 was payable in advance on the first day of each month.

The Tenant states that prior to the start of the tenancy, the Tenant and Landlord walked through the unit together following which the Landlord presented the Tenant with a move-in condition report with all areas marked clean and the Tenant signed the report. The Tenant states that when she moved in on June 1, 2011, the unit was not clean. The Tenant provided photos of the unit as evidence of the state of the unit. The Tenant states that the Landlord was notified of the unclean state and that although the Landlord did attend to the cleaning of the unit that it was still not cleaned properly. The Tenant states that a week after the tenancy started, the Tenant provided the Landlord with notice to end the tenancy for June 30, 2011. The Tenant states that a move-out inspection was not offered by the Landlord or conducted. The Tenant claims the amount of \$325.00 as compensation for the Landlord's failure to have the unit clean.

The Landlord states that when the Tenant objected to the unit's state, the Landlord had the carpets steam cleaned and the manager attended the unit to clean further. The Landlord states that the walls were wiped down to the Landlord's standards. The Landlord states that he attempted to comply with a list provided by the Tenant and had all items cleaned the best of his ability. The Landlord states that the Tenant gave reasons in the end of tenancy letter dated June 7, 2011 for ending the tenancy and that those reasons did not include an unclean unit.

### Analysis

Section 32 of the Act provides that a landlord must provide residential property in a state that complies with the health safety and housing standards required by law. The Residential Tenancy Policy Guideline "Landlord and Tenant – Responsibility for Residential Premises" sets out reasonable standards expected for cleanliness. While it appears from the photos that the unit was not reasonably clean, given the efforts of the Landlord to respond to the Tenant's concerns and raise the cleanliness standards of the unit and considering the Tenant's choice to end the tenancy rather than pursue other options or remedies to raise the cleanliness standards of the unit to a more reasonable standard, I find that the Tenant no longer has a claim for compensation. Accordingly, I dismiss the Tenant's application.

Conclusion

The application is dismissed.

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 29, 2011.

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Residential Tenancy Branch