



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary Order for \$2501.80

Background and Evidence

The tenant does not dispute the following portions of the claim:

November 2009 rent outstanding	\$605.00
May 2011 rent outstanding	\$1042.00
total	\$1647.00

The landlord testified that:

- The tenant left the rental property in need of significant cleaning and left a large amount of debris and garbage behind that had to be removed.

- It took 10 hours labour to remove all the garbage and debris to the dump and 22 hours labour to clean the interior and exterior of the rental unit.
- They also had to have the carpets professionally cleaned as they were left extremely dirty and stained.
- The tenant also left a trailer on the property which had to be removed.
- They also had to replace and repair fixtures removed by the tenant.

The applicants are therefore requesting the following on top of the undisputed amounts:

Garbage and debris removal

Labour 10 Hrs @ \$20.00 Hr	\$200.00
Truck 10 Hrs @ \$10.00 Hr	\$100.00
Landfill Dumping Charge	\$24.00
Total	\$324.00

Cleaning

Labour 22 Hrs @ \$20.00 Hr	\$440.00
Cleaning Supplies	\$11.44
Total	\$451.44

Removal of trailer

Labour 1 Hr @ \$20.00 Hr	\$20.00
Truck 1 Hr @ \$10.00	\$10.00
Total	\$30.00

Carpet cleaning

Carpet cleaner	227.36
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Repair and replace fixtures

Labour 8 Hrs @ \$20.00 Hr	\$160.00
Materials	\$77.92
Total	\$237.92

The applicant is also requesting recovery of the \$50.00 filing fee.

Total amount requested - \$3027.72

The applicant requests an order to keep the full security deposit/plus interest \$465.92 and requests that a monetary order be issued for \$2501.80

The respondent testified that:

- He disputes both the amount of cleaning needed and the amount of garbage and debris left behind.
- The photo evidence supplied by the landlord was taken before he had finished cleaning and removing his belongings and so is misleading.
- He had 2 girls come in and clean when he moved out and therefore believes that the landlord's claims for cleaning are exaggerated.
- The carpets may have been cleaned prior to his tenancy however they were still quite stained when he moved in and he was told that it was due to the previous tenant's pets.
- The carpets downstairs were also stained when a hot water tank burst and flooded the area.
- The doorbell was broken when he moved in and he also had to replace numerous fixtures at his own expense.
- He admits that he did leave behind a freezer with rotting food and some construction debris, however he believe it was no more than 1 pickup truck load.
- Staining on the outside deck was due to water pooling on the deck and was not caused by him.

The tenant therefore believes that he is liable for some cleaning and garbage removal; however he disputes the amount as being excessive.

Analysis

As stated above the claim for outstanding rent is undisputed and therefore I allow the claim for rent of \$1647.00.

I also allow the \$227.36 claim for carpet cleaning, because the tenant admitted that he did not clean the carpet and since this is a 5 year tenancy it is reasonable to expect the tenant to clean the carpets, even if there was some staining not caused by the tenants.

I am not however willing to allow the full amounts claimed for cleaning, junk removal, and repairing/replacing fixtures.

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

In this case, since the landlord has failed to do the required move-in inspection report and move-out inspection report, it is basically just the landlord's word against that of the tenant.

That being said, the tenant has admitted that there was a need for some cleaning and garbage/debris removal and therefore I am willing to allow 1/3 of the amount claimed by the landlord for cleaning and garbage/debris removal for a total of \$258.48.

I also allow the full \$30.00 amount claimed for removal of the trailer as I find this charge justified.

I deny the full claim for repairing/replacing fixtures, as the landlord has not met the burden of proving that these items were left any worse than how they were at the beginning of the tenancy.

I will allow recovery of the \$50.00 filing fee as the landlord has still established a significant portion of the claim.

Conclusion

I have allowed \$2212.84 of the claim and I therefore order that the landlord may retain the full security deposit plus interest of \$465.92 and I have issued a Monetary Order in the amount of \$1746.92

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 22, 2011.

Residential Tenancy Branch