

Decision

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, Regulation or tenancy agreement

Background and Evidence

The subject unit is located in a duplex. Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began in December 1999. Rent was payable in advance on the first day of each month, and by the end of tenancy the tenant's share of monthly rent was \$258.00. A security deposit of \$365.00 was collected on December 10, 1999. There is no evidence of a move-in condition inspection or report.

By letter dated June 16, 2010, the tenant gave notice of her intent to vacate the unit at the end of July 2010. The tenant's recollection is that she vacated the unit sometime in mid-July 2010, and she acknowledges that she did not provide the landlord with a forwarding address. Further, while the tenant claims there was a break-in of the unit following her departure, the agent representing the landlord at the hearing was unable to confirm the landlord's awareness of any damage - related details. The landlord inspected the unit in mid-August 2010, however, there is no evidence of a move-out condition inspection report. While the parties agreed that annual inspections of the unit were undertaken during the term of tenancy, there is no documentation before me in relation to the outcome of any of these inspections.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute, and found agreement on a limited number of aspects of the landlord's claim for compensation.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to limited agreement. Specifically, it was agreed as follows:

- that the tenant owes rent for June 2010 in the amount of \$243.00;
- that the tenant owes rent for July 2010 in the amount of \$258.00;

Total: **\$501.00***

Based on the documentary evidence and testimony of the parties, the remaining aspects of the landlord's claim and my findings around each are set out below.

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides as follows:

37(1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1:00 p.m. on the day the tenancy ends.

(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

\$240.00*: *general cleaning (12 hours x \$20.00/hour)*. While the tenant disputed the quantum of hourly rate charged by the cleaner, and despite the absence of comparative results from move-in and move-out condition inspection reports, the tenant acknowledged that she did not complete the unit cleaning and removal of refuse. In the result, I find that the landlord has established entitlement to the full amount claimed.

\$120.00: *miscellaneous cleaning, sweeping, disinfecting, shampooing*. During the hearing the tenant acknowledged that she had not shampooed the carpets at the end of tenancy. Residential Tenancy Policy Guideline # 1 addresses "Landlord & Tenant – Responsibility for Residential Premises," and provides in part as follows:

Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

In the absence of either move-in or move out condition inspection reports, and bearing in mind the responsibility of a tenant to leave a rental unit in a state of cleanliness that is limited to a standard of "reasonably clean," I find the landlord has established entitlement limited to **\$30.00*** claimed for vacuuming and "shampooing stairway rugs." The balance of this aspect of the claim in the amount of \$90.00 is hereby dismissed.

\$1,660.38: replace interior doors & frames / remove garbage / dumpster charges / material & labour / GST. As previously noted, evidence does not include the comparative results of move-in and move-out condition inspection reports. Further, the invoice submitted in evidence does not show a specific breakdown of the multiple costs itemized. Despite this, the tenant acknowledged that discarded furniture and refuse were left in the unit after she vacated. Accordingly, I find that the landlord has established entitlement limited to a nominal amount of **\$200.00*** for removal of garbage from the unit and related dumpster charges.

\$50.00*: filing fee. As the landlord has achieved some measure of success with this application, I find the landlord has established entitlement to the full amount claimed.

As set out in detail above, I find that the landlord has established a claim of **\$1,021.00*** (\$501.00 + \$240.00 + \$30.00 + \$200.00 + 50.00). I order that the landlord retain the security deposit of **\$365.00** plus interest of **\$32.59** (total: **\$397.59**) and I grant the landlord a monetary order under section 67 of the Act for the balance owed of **\$623.41** (\$1,021.00 - \$397.59).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$623.41**. Should it be necessary, this order may be served on the tenant, filed in the 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*.

DATE: December 5, 2011

Residential Tenancy Branch