



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDC, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Agent for the Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings. The Agent for the Tenant stated that he has since discarded the photographs provided to the Tenant and they were not available to him at the time of the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for cleaning the rental unit; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

The Agent for the Landlord and the Tenant agree that the tenancy began on April 01, 2009; that it ended on August 31, 2011; that the Tenant paid a security deposit of \$400.00; and that a condition inspection report was completed at the beginning of the tenancy.

The Agent for the Landlord stated that the Tenant asked to have the rental unit inspected on August 29, 2011 at 3:00 p.m. and that she attended the unit at that time and date but the rental unit was not ready for inspection. The Agent for the Tenant stated that an inspection was not scheduled for this time and date.

The Agent for the Landlord and the Agent for the Tenant agree that on August 29, 2011 the Agent for the Landlord gave the Tenant written notice that the Landlord would be inspecting the rental unit on August 30, 2011 at 4:00p.m. The Agent for the Landlord and the Agent for the Tenant agree that the Tenant did not attend that scheduled hearing.

The Agent for the Landlord stated that she inspected the rental unit and completed a condition inspection report on August 30, 2011, a copy of which was submitted in evidence. The report is signed by two witnesses who the Agent for the Landlord stated were present during the inspection.

The Landlord is seeking compensation, in the amount of \$100.00, for cleaning the carpet in the rental unit. The Agent for the Landlord stated that the carpet required cleaning and she noted this on the condition inspection report. The Landlord submitted photographs that show the carpet required cleaning. The Agent for the Tenant stated that the carpet was vacuumed at the tenancy but was not shampooed since the start of the tenancy.

The Agent for the Landlord stated that the carpet was professionally cleaned at the end of the tenancy. A receipt for the cleaning was not submitted in evidence.

The Landlord is seeking compensation, in the amount of \$70.00, for cleaning the blinds in the rental unit. The Agent for the Landlord stated that the blinds smelled of smoke and were discoloured. She noted they required cleaning on the condition inspection report completed at the end of the tenancy. The Agent for the Tenant stated that he believed the blinds were in reasonably clean condition; that he did not smoke in the rental unit; and that the blinds had not been cleaned since the start of the tenancy.

The Agent for the Landlord stated that she personally spent 3-4 hours cleaning the blinds.

The Landlord is seeking compensation, in the amount of \$335.00, for cleaning the several areas in the rental unit. The Agent for the Landlord stated that the rental unit required cleaning, as noted on the condition inspection report she completed at the end of the tenancy. The Landlord submitted photographs of the rental unit which show that some cleaning was required.

The Agent for the Tenant stated that he believed the rental unit was left in reasonably clean condition, although they did not clean the stove/oven. He stated that he is unable to view the photographs submitted in evidence, as he discarded them prior to the hearing, but he does not believe they accurately reflect the condition of the rental unit at the end of the tenancy.

The Agent for the Landlord stated that she cannot recall how many hours she spent cleaning the rental unit. She stated that the \$335.00 claim was based on predetermined minimum charges the Landlord applies to cleaning various areas in the rental unit.

### Analysis

On the basis of the undisputed evidence presented at the hearing, I find that the tenancy began on April 01, 2009; that the Tenant paid a security deposit of \$400.00; and that a condition inspection report was completed prior to the start of the tenancy.

I find that an appointment to inspect the rental unit was scheduled for August 29, 2011. I favor the testimony of the Agent for the Landlord, who stated the appointment was scheduled by the Tenant, over the evidence of the Agent for the Tenant, who stated no appointment was scheduled for that date, as the Agent for the Landlord has more direct knowledge of the conversation she had with the Tenant. I find it entirely possible that the appointment was scheduled and that the Tenant simply forgot, or elected not to tell, the Agent for the Tenant about the appointment.

On the basis of the undisputed evidence presented at the hearing, I find that the Landlord gave the Tenant written notice of the Landlord's intent to inspect the rental unit on August 30, 2011; that the Tenant did not attend the inspection at the scheduled time; and that the Agent for the Landlord completed a condition inspection report on that date.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the information provided at the hearing, I find that the carpet required cleaning at the end of the tenancy. In reaching this conclusion I was heavily influenced by the testimony of the Agent for the Landlord; the photographs of the carpet; and the Agent for the Tenant's testimony that the carpets had not been shampooed during the tenancy. I therefore find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to clean the carpet at the end of the tenancy.

In addition to establishing that the carpet required cleaning, the Landlord must also accurately establish the cost of cleaning the carpet whenever compensation for damages is being claimed. In these circumstances, I find that the Landlord failed to establish the true cost of cleaning the carpet. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence that corroborates the Landlord's claim that it paid \$100.00 to clean the carpet. On this basis, I award nominal damages in the amount of \$1.00, as a simple acknowledgement that the Landlord has suffered a loss. The award does not represent the amount of the loss to the Landlord, as that amount has not been properly established.

On the basis of the information provided at the hearing, I find that the blinds required cleaning at the end of the tenancy. In reaching this conclusion I was heavily influenced

by the testimony of the Agent for the Landlord; the notation on the inspection report completed at the end of the tenancy; and the Agent for the Tenant's testimony that the blinds had not been cleaned during the tenancy. I therefore find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to clean the blinds at the end of the tenancy.

I find that the Landlord is entitled to compensation for the time the Agent for the Landlord spent cleaning the blinds. In the absence of evidence that contradicts the Agent for the Landlord's statement that she spent 3-4 hours cleaning the blinds, I find that Landlord is entitled to compensation of \$70.00, which I find reasonable compensation for this amount of labour.

On the basis of the information provided at the hearing, I find that the rental unit required some cleaning at the end of the tenancy. In reaching this conclusion I was heavily influenced by the testimony of the Agent for the Landlord; the notation on the inspection report completed at the end of the tenancy; and the photographs submitted in evidence. I placed little weight on the Agent for the Tenant's testimony that the photographs did not accurately represent the condition of the rental unit, in part, because he did not have the photographs with him and he could not explain which areas were not accurately represented by the photographs, with the exception of the stove/oven. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean condition at the end of the tenancy.

I find that the Landlord is entitled to compensation for the time the Agent for the Landlord spent cleaning the blinds. I find that this compensation must be based on actual time spent cleaning the rental unit and not on some pre-determined minimum charge for cleaning various areas in the rental unit. As the Agent for the Landlord was unable to estimate the time she spent cleaning the rental unit, I find that the Landlord has failed to establish that it is entitled to compensation of \$335.00. On the basis of the photographs submitted in evidence I find it reasonable to conclude that the Agent for the Landlord spent at least 8 hours cleaning the rental unit, and I find that Landlord is entitled to compensation of \$160.00, which I find reasonable compensation for this amount of labour.

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

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$281.00, which is comprised of \$241.00 in cleaning costs and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I hereby

authorize the Landlord to retain this amount from the Tenant's security deposit in full satisfaction of this monetary claim.

As the Landlord has only established a claim of \$281.00, I find that the Landlord must return the remaining \$119.00 of the security deposit. Based on these determinations I grant the Tenant a monetary Order for the amount \$119.00. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, 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 29, 2011.

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Residential Tenancy Branch