



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation for damage or loss and recovery of the filing fee.

The Tenant and the Landlord attended the hearing, gave affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

### Preliminary Matter(s)

The Landlord indicated at the hearing that they were withdrawing the top step damage portion of their claim and only wanted to proceed with his claim related to the cleaning and carpet cleaning costs.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order for compensation for damage or loss and recovery of the filing fee?

### Background and Evidence

The parties agree that they had a tenancy agreement which commenced February 14, 2010 and ended on October 29, 2011 when the Tenant moved out. The parties agree that the rent was \$720.00 per month, due on the first of the month. The parties did not provide a copy of the tenancy agreement into evidence. The parties agree that the Landlord returned the Tenant's security deposit at their request when the tenancy ended. The Landlord filed an Application for dispute resolution on November 01, 2011.

The Landlord is seeking compensation for damage or loss from the Tenant as the rental unit was not properly cleaned when the Tenant vacated and professional carpet cleaning was not done.

The Tenant testified that she fully cleaned the rental unit on October 29, 2011. The Tenant stated that she vacuumed, dusted, cleaned, and mopped the rental unit. The Tenant stated that the carpet appeared to be in good condition so she felt no carpet cleaning was required. The Tenant stated that she wanted to do the move out inspection with the Landlord on October 30, 2011, however, the Landlord said no as that is the date the new Tenants were moving in. The Tenant stated that the Landlord should have been more accommodating with the move out inspection date as the Tenant did them a favour by moving out early, even though she paid a full month's rent for October 2011. The Tenant stated that she could not have done the move out inspection on October 29, 2011 as she was cleaning and completing the moving of her belongings. The Tenant received a copy of the Landlord's evidence including photographs of the rental unit but suggested that the Landlord may have sprinkled stuff around the rental unit to make it appear not fully clean in some areas.

The Landlord stated that the rental unit was brand new when the Tenant moved in and there were no prior tenants in the rental unit as the building was only ready for occupancy in December 2009. The Landlord stated that they purchased new appliances for the rental unit in January 2010. The Landlord stated that the rental unit and carpets were clean when the Tenant moved in. The Landlord stated that there was no written move in inspection report but that the move in inspection was verbal at the start of the tenancy. The Landlord stated that when the Tenant gave notice to move out of the rental unit, they had agreed that she would move out early so the new tenants could move in on October 30, 2011. The Landlord stated that because the Tenant failed to properly clean the rental unit and clean the carpets, the new tenants who arrived early on the morning of October 30, 2011 had to store their belongings in the garage and could not move them into the house as the Landlord had to get the carpet professionally cleaned on October 30, 2011 and was it still wet. The Landlord stated that the Tenant did not mop the floor as there was dirt on the floor. The Landlord stated that the dusting was not complete and there were several areas that were not dusted. The Landlord stated that the baseboards, windows, cupboards, stove, fridge, and bathroom were dirty. The Landlord stated that the washer/dryer had significant dust behind it, and they were able to pull it out even though it had no wheels and clean it. The Landlord stated that the wall beside the washer/dryer appeared to have a grease splash on it. The Landlord stated that there were several light bulbs not replaced in the rental unit as well. The Landlord provided photographic evidence of the condition of the rental unit before the professional cleaners came to clean it.

The Landlord is requesting \$341.60 for the cost of the professional cleaning of the rental unit and carpets, and reimbursement of the filing fee paid for this Application.

The Tenant disagrees with the Landlord's claim as she feels the rental unit was clean and in satisfactory condition at the time of move out.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

In a claim for damage or loss under the Regulation the Applicant (in this case the Landlord) has the burden of proof to establish his claim on the civil standard, the balance of probabilities.

To prove a loss and have the Respondent (in this case the Tenant) pay for the loss the Applicant (the Landlord) must satisfy four different elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the Respondent (Tenant) in violation of the Act or agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the Applicant (the Landlord) followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

As part of the evidence submissions the Landlord provided numerous photographs showing the condition of the rental unit and receipts for the actual cost of the cleaning and carpet cleaning in the rental unit. The Tenant provided no photographic or documented evidence.

Section 37 (2) of the Act states:

Leaving the rental unit at the end of a tenancy

37 (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.

Residential Policy Guideline 1 states the following:

At the beginning of the tenancy the landlord is expected to provide the tenant with clean carpets in a reasonable state of repair.

The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. 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. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

The tenant is responsible for:

- replacing light bulbs in his or her premises during the tenancy.

The tenant must wipe or vacuum baseboards and baseboard heaters to remove dust and dirt.

The tenant is responsible for washing scuff marks, finger prints, etc. off the walls unless the texture of the wall prohibited wiping.

At the end of the tenancy the tenant must clean the stove top, elements and oven, defrost and clean the refrigerator, wipe out the inside of the dishwasher.

If the refrigerator and stove are on rollers, the tenant is responsible for pulling them out and cleaning behind and underneath at the end of the tenancy. If the refrigerator and stove aren't on rollers, the tenant is only responsible for pulling them out and cleaning behind and underneath if the landlord tells them how to move the appliances without injuring themselves or damaging the floor. If the appliance is not on rollers and is difficult to move, the landlord is responsible for moving and cleaning behind and underneath it.

The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould. The tenant is responsible for cleaning the inside and outside of the balcony doors, windows and tracks during, and at the end of the tenancy. The landlord is responsible for cleaning the outside of the windows, at reasonable intervals.

The Tenant did not dispute that she failed to have the carpets professionally cleaned, and did not dispute the Landlord's testimony that the rental unit and carpets were brand new when she moved in. The photographic evidence does depict staining on the

carpets in the stairwell. The length of the tenancy was more than one year. I find that it is reasonable for the Tenant to pay for the cost of carpet cleaning for the rental unit.

I do not accept the Landlord's position that the Tenant should have cleaned behind the washer/dryer as it was not on wheels and there was no evidence that the Landlord provided any instructions on how to safely move it; however, I note that based on the invoice from the cleaner there is no indication that the Landlord is claiming any costs for cleaning behind the washer/dryer. I do not accept the Tenant's allegation that the Landlord sprinkled anything around the rental unit to make it look dirty, as this does not appear to be the case based on the photographic evidence and the fact that the Tenant has not provided any evidence to support her allegation.

I find that the photographic evidence depicts many areas throughout the rental unit that are dirty and dusty, which a tenant could reasonably be expected to clean. As a result, I find that the Tenant's attempt to clean the rental unit was not sufficient and needed to be redone throughout the rental unit.

I find that the Landlord attempted to mitigate or minimize their losses by undertaking the cleaning work on the rental unit immediately after the tenancy ended so it was suitable for new tenants.

I accept the Landlord's claim for the cleaning and carpet cleaning costs of \$341.60 for the rental unit and I find this a reasonable amount to clean the rental unit and carpets.

I find that the Tenant is responsible for any costs associated with the cleaning of the rental unit and allow the Landlord's claim of **\$341.60**.

As the Landlord has succeeded in their Application, I find that the Landlord is entitled to recover the **\$50.00** fee for this proceeding, pursuant to section 72 of the Act. The total amount owing to the Landlord is to **\$391.60**.

### Conclusion

I grant the Landlord's claim for damages in the amount of \$341.60 and the \$50.00 filing fee.

I find that the Landlord is entitled to monetary order pursuant to section 67 of the Act in the amount of **\$391.60**. This order must be served on the Tenant and may be filed in the Provincial Court (Small Claims).

The order accompanies the Landlord's copy of this decision.

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: January 24, 2012.

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Residential Tenancy Branch