



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord to keep all or part of the security deposit, money owed or compensation due to damage or loss and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began October 1, 2010 with monthly rent of \$1800.00 and the tenant paid a security deposit/pet damage deposit of \$900.00.

The landlord testified that on November 30, 2011 he received a call from the tenant to remind him that they had agreed to meet on this day to complete a move out inspection of the rental unit and for the tenant to hand over the keys. The landlord advised the tenant that he could not get to the rental unit at that time, he would come over later and the tenant was to leave the keys on the kitchen counter. The landlord stated that when he got to the rental unit he found that it had not been thoroughly cleaned and left in the same condition as at the start of the tenancy. The landlord acknowledged that neither a move in or move out condition inspection report was completed in regards to this tenancy and that only an informal walk thorough was done at the start of the tenancy.

The landlord stated that he and his partner then both spent 10 hours each cleaning and repairing the rental unit the following day to get it ready for the new tenant. The landlord stated that the oven and fridge were not cleaned, there was a glue like substance on the granite counter, corners were dirty and dusty, the remote control for the blinds missing, the patio had not been cleaned, the filter for the dryer not cleaned and the carpet not thoroughly cleaned. The landlord stated that he hired a cleaning company at a cost of

\$168.00, the blind remote cost \$252.00 to replace and he is claiming \$300.00 for the time he and his partner spent cleaning the rental unit.

The tenant testified that not only had she completed cleaning in the rental unit prior to vacating but that she had also hired a cleaner who spent 3 hours cleaning the rental unit on November 29, 2011; a receipt for \$75.00 has been submitted for this expense. The tenant stated that she also had the carpets cleaned on November 28, 2011; a receipt for \$43.68 has been submitted for this expense. The tenant did acknowledge however that the landlord's photographic evidence shows the kitchen sink as dirty and dirt in other areas throughout the rental unit.

The tenant stated that as the landlord did not complete a move out inspection or attend the rental unit on the day that she vacated, there was no opportunity to address any of the concerns the landlord now brings up in this claim.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for money owed or compensation due to damage or loss in regards to cleaning and repair costs for the rental unit.

In the absence of the move in and move out condition inspection reports I accept the landlord's photographic evidence, receipts and testimony as proof of the condition of the rental unit at the end of the tenancy. However I do not find a combined cost of \$468.00 for cleaning to be a reasonable amount. Therefore the landlord is entitled to the \$252.00 expense to replace the blind remote control, \$168.00 for the cleaning company and \$150.00 for the landlord's time to clean and repair the rental unit.

Accordingly I find that the landlord is entitled to a monetary order for \$570.00.00.

As the landlord did not comply with section 24 (2) of the *Act* in regards to completing move in and move out inspection reports, the landlord has extinguished his right to claim against the security deposit. Therefore this portion of the landlord's claim is dismissed without leave to reapply.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$570.00 cleaning and repair costs for the rental unit. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$620.00**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: April 24, 2012

Residential Tenancy Branch