



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Code MNDC, MNSD, FF

### Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. A monetary order for compensation for damages or loss under the Act;
2. To retain the security deposit in partial satisfaction of the claim; and
3. To recover the cost of filing the application from the tenant.

The tenant's application is seeking orders as follows:

1. A monetary order for compensation for damages or loss under the Act;
2. For the return of the security deposit paid to the landlord; and
3. To recover the cost of filing the application from the tenant.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Is the tenant entitled to compensation for loss under the Act?

Is the tenant entitled to the return of the security deposit?

### Background and Evidence

The tenancy began on November, 1, 2010. Rent in the amount of \$1,400.00 was payable on the first of each month. A security deposit of \$700.00 was paid by the tenant. Tenancy ended on February 28, 2012.

The parties participated in a move-in inspection. The parties meet on February 28, 2012, for a move-out inspection, however, there was a dispute between the parties regarding the state of cleanliness and the parties did not complete the inspection report. Filed in evidence is a copy of the move-in inspection.

The landlord claims as follows:

a.	Carpet cleaning	\$180.22
c.	Extra cleaning (owner) two hours	\$300.00
d.	Mail box key not returned	\$70.00
e.	Light bulbs 5 at \$5.00	\$25.00
f.	Laundry door latch	\$5.00
g.	Bathroom door stopper	\$5.00
h.	Filing fee	\$50.00
	<b>Total claimed</b>	<b>\$980.00</b>

#### Carpet cleaning

The landlord testified the tenant did not clean the carpets at the end of tenancy and seeks to recover \$180.22 for having the carpets cleaned. Filed in evidence is a copy of the receipt.

The tenant's agent testified that they had arranged to have a carpet cleaning company come in on February 28, 2012, to clean the carpets, however, they cancelled that appointment as the landlord wanted to use his appointed carpet cleaning company to do the work. The tenant's agent stated they should only be required to pay the amount that they would have been charged if they used the original company they hired. Filed in evidence is a copy of a letter from the carpet cleaning company.

#### Cleaning services

The landlord testified the tenant did not leave the rental unit in a reasonable state of cleanliness and he was required to hire a cleaning company. The landlord stated the cleaning company had to dust the entire unit, which included window coverings, ceiling fans and floors. The landlord stated the bathroom also was not cleaned. Filed in evidence are photographs. Filed in evidence is a receipt for cleaning.

The landlord testified the cleaning company was not able to finish the work and he spent an addition two hours to clean the unit. The landlord seeks compensation in the amount of \$300.00.

The tenant testified that she did not clean the window coverings or the ceiling fan, because the ceiling is 15 feet high and she was unable to reach. The tenant stated she also did not clean the bathroom, however, it would have only taken 20 minutes to complete.

The tenant testified that were a few minor things left, such as the hallway closet baseboard and the baseboard heater in the bathroom, but everything else in the rental unit was left clean, and the landlord expectations far exceed what the reasonable standard is.

#### Mailbox key not returned

The landlord testified the tenant was provided two keys to the mailbox at the beginning of tenancy and only one mailbox key was returned. The landlord stated he seeks compensation in the amount of \$70.00 to have the mailbox lock changed, however, the lock has not been changed as of today's hearing.

The tenant's agent testified that he is unable to remember how many keys were provided at the beginning of tenancy.

#### Light bulbs

The landlord testified that the tenant did not replace the burnt out lights at the end of tenancy. The landlord seeks to recover the amount of \$25.00 for 5 burnt out energy efficient light.

The tenant testified that there were some light bulbs burnt out at the end of tenancy. The tenant stated she left some bulbs behind but does not remember how many or the type of bulb.

#### Laundry door latch

The landlord testified the laundry door latch was missing the magnet contact, which closes the door. The landlord seeks to recover \$5.00 for the missing magnet contact.

The tenant testified the magnet contact was always loose and when it came off the door she placed it in a draw. The tenant stated she does not remember if it was left in a draw when she vacated the rental unit.

#### Bathroom door stopper

The landlord testified the door stopper in the bathroom was sheared off. The landlord seeks to recover the \$5.00 for replacing the door stopper.

The tenant testified that she was unaware that there was any problem with the bathroom door stopper.

#### Tenant's application

The tenant's agent testified they are seeking one day rental loss as they were forced to leave the rental unit on February 28, 2012, and as there were 29 days in the month they are entitled to one day rental loss.

The landlord testified the parties agreed on a move-out day of February 28, 2012. The landlord stated at the failed move-out inspection the tenant returned to him the keys to the rental unit.

#### Analysis

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

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

Proof that the damage or loss exists;

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

In this case, the landlord has the burden of proof to prove a violation of the Act and a corresponding loss.

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.

#### Carpet cleaning

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.

In this case, the tenancy exceeded one year and the tenant was required to ensure the carpets were steam cleaned at the end of tenancy. I find the landlord did suffer a loss due to the actions of the tenants violating the Act. The evidence of the tenant's agent was they should only be responsible for the amount that they would have paid to their carpet cleaning company. I find the tenant's agent has provided insufficient evidence to support that there was any discussion regarding what the cost of cleaning the carpets would be with the landlord at the time he agreed to cancel the carpet cleaner. The landlord has provided proof of the amount paid to have the carpets cleaned and I find that amount reasonable. Therefore, I grant the landlord compensation for cleaning the carpets in the amount of **\$189.22**.

#### Cleaning Services

The evidence of the landlord was the tenant did not leave the rental unit reasonable clean and he was required to hire a cleaning company. The evidence was the cleaning company was not able to complete the job and he spent an additional two hours cleaning. The evidence of the tenant was the rental unit was left reasonable clean, however, the window coverings, and ceiling fan were not cleaned due to their height. The evidence of the tenant was she was unable to clean the bathroom and it would have only take twenty minutes to clean, the evidence of the tenant was there were some other minor things such as the baseboard in the hall closet and the baseboard heater in the bathroom.

In this case, the tenant is expected to leave the internal window coverings clean when vacating the rental unit. The tenant was unable to clean the window covering and ceiling fan do their height, as a result the tenant was responsible to hire someone that could clean those items. The tenant is also responsible to wipe or vacuum baseboards and baseboard heaters to remove dust and dirt. The tenant is responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. Therefore, I find the tenant has breach the Act and the landlord suffered a loss. The landlord paid for two people to attend the rental unit and they spent two hours cleaning the rental unit. The landlord is entitled to recover the cost for cleaning services in the amount of **\$344.78**.

The landlord is seeking \$300.00 for two hours of cleaning. That amount is unreasonable. Further, I find the photographic evidence would not support that the rental unit would take any more than the four hours to clean to a standard set by the Act. The tenant is not responsible to bring the rental unit to a higher standard. Therefore, the landlord is not granted compensation for his two hours of cleaning the rental unit.

#### Mailbox key not returned

The evidence of the landlord was the tenant was provided two mailbox keys at the start of tenancy and only one was returned. The evidence of the tenant's agent was they could not remember how many keys were provided. I find the landlord has provided insufficient evidence to prove how many keys were provided at the start of tenancy, as the move-in inspection does not list how many keys were provided for the mailbox. Therefore, I dismiss the landlord's claim for compensation to replace the lock.

#### Light bulbs

The evidence of both parties was there were burnt out light bulbs in the rental unit. The evidence of the tenant was some bulbs were felt behind, but was unable to remember what kind of bulbs and how many. Therefore, I find the landlord is entitled to compensation for light bulbs. The amount of \$25.00 to replace 5 energy efficient light bulbs is reasonable. Pursuant to section 67 of the Act the landlord is granted compensation for light bulbs in the amount of **\$25.00**.

#### Laundry door latch

The evidence of the tenant was the magnet door latch was loose for some time and when it came off it was placed in a draw. The evidence of the tenant was she was not sure if it was in a draw when she vacated the rental unit. Therefore, I find the landlord is entitled to compensation for the missing magnet door latch. The amount of \$5.00 claimed by the landlord is reasonable. Pursuant to section 67 of the Act the landlord is granted compensation for the door latch in the amount of **\$5.00**.

#### Bathroom door stopper

The evidence of the tenant was she was not aware there was a problem with the bathroom door stopper. I find the landlord has provided insufficient evidence to prove the condition of the door stopper at the beginning of the tenancy. The move-in inspection does not show the door stoppers were inspected and there was no testimony by either party that suggested the stoppers were inspected at the beginning of tenancy. Therefore, I dismiss the landlord's claim for compensation for the door stopper.

#### Tenant's application

In this case, there is no evidence to prove the landlord had taken possession of the rental unit early without the tenants consent. The evidence was the tenants returned the keys on February 28, 2012. Therefore, the landlord had legal possession of the rental unit on February 28, 2012. There is no provision under the Act that says the landlord must provide a tenant with prorated rent, when the tenants or the parties agreed to vacate a rental unit early. Therefore, I find the tenant has provided insufficient evidence to prove the landlord has breached the Act. The tenant's application is dismissed. The tenant is not entitled to recover the cost of filing the application from the landlord.

I find that the landlord has established a total monetary claim of **\$614.00** comprised of the above described amount and the \$50.00 fee paid for this application.

I order that the landlord to retain \$614.00 from the \$700.00 security deposit paid by the tenant in full satisfaction of the claim. The tenant is granted a monetary order for the balance of their security deposit in the amount of **\$86.00**. Should the landlord fail to return the balance due.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

#### Conclusion

The landlord is granted a monetary and may keep a portion of the security deposit in full satisfaction of the claim and the tenant is granted an order for the balance due of their security deposit.

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: July 06, 2012.

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Residential Tenancy Branch