



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit – Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on February 2011 and the Tenant moved out of the unit on April 30, 2012 leaving a co-tenant who moved out of the unit of May 31, 2012. The Tenant returned the keys to the Landlord on June 4, 2012. During the tenancy the Landlord reduced the rent from \$850.00 to \$750.00. At the onset of the tenancy the Landlord collected \$425.00 as a security deposit. Both Parties conducted a move-in and move-out inspection however the Tenant did not sign the report.

The Tenant states that he refused to sign the report as the Landlord wanted the Tenant to have the unit professionally cleaned and the Tenant disagreed.

The Landlord states that the Tenant left the unit unclean and damaged and claims as follows:

- \$250.00 for cleaning the unit. The Landlord's Witness states that this was a flat rate for cleaning done over the course of two days and included steam cleaning of the carpet. The Witness states that the whole unit was cleaned including windows, blinds, counters, stove, bathroom and carpet'
- \$62.66 for four (4) damaged stove burner trays and a missing sink stopper;
- \$10.00 for registered mail costs; and
- \$35.36 for painting a wall in the living room entrance that was scratched at move-out.

The Landlord provided photos of the unit as evidence

The Tenant states that he did not receive copies of any receipts for the claims of the Landlord. The Landlord states that he faxed the receipts to the Residential Tenancy Branch on July 18, 2012. The Landlord did not dispute that the Tenant did not receive copies of these receipts. It is noted that no evidence of receipts are contained in the Landlord's file.

The Tenant states that the unit was cleaned to a reasonable state at move-out except for the carpets and windows. The Tenant states that the Landlord chose to clean the unit to a higher level than required. The Tenant does not dispute that the stove elements could not be cleaned, although cleaning was attempted and that the bathroom sink stopper is missing. The Tenant states that no damage was done to the walls as move-out and that if the walls were painted it was at the Landlord's own preference.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Generally, a tenant is responsible for cleaning the carpet and windows at the end of a tenancy over a year. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter

alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Given that no receipts were provided as evidence by the Landlord to either the Residential Tenancy Branch or the Tenant, I find that the Landlord has failed to substantiate costs for painting the walls or for the stove trays and sink stopper. Based on the agreement of the Parties, I find that the Tenant failed to clean the carpets and windows of the unit. Although the Landlord did not provide a receipt for this cost, I accept the evidence of the Witness that the unit was cleaned at a cost to the Landlord of \$250.00, including the costs of steam cleaning. Although it is unknown what portion of the cleaning costs arose from the cleaning of the carpets and windows, I find that a reasonable amount of compensation for these items would be **\$100.00**.

I have considered the photo evidence of the Landlord and given the Tenant's evidence that the remainder of the unit was left reasonably clean, I find that the Landlord has failed to substantiate on a balance of probabilities that the remainder of the unit was left unreasonably clean. As the Act does not provide for the reimbursement of costs related to the dispute process other than the filing fee, I dismiss the Landlord's claim for reimbursement of registered mail costs. As the Landlord has been only partially successful with its claim, I decline to award recovery of the filing fee. I order the Landlord to retain \$100.00 from the Tenant's security deposit of \$425.00 plus zero interest and to forthwith return the remaining amount of \$325.00 to the Tenant.

Conclusion

I order that the Landlord retain \$100.00 from the **deposit** and interest of \$425.00 in full satisfaction of the claim and I grant the Tenant an order under Section 67 of the Act for the remaining amount of **\$325.00**. If necessary, this order may be 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*.

Dated: August 15, 2012.

Residential Tenancy Branch