



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit and an order to retain the security deposit in satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on July 4, 2012, and the Canada post history report indicates the tenant signed for the package on July 6, 2012, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

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 satisfaction of the claim?

Background and Evidence

The tenancy began on February 1, 2006. Rent in the amount of \$783.00 was payable on the first of each month. A security deposit of \$380.00 and a pet deposit of \$380.00 were paid by the tenant. The tenancy ended on June 15, 2012.

The landlord testified the pet deposit with interest has been returned to the tenant. The landlord stated he also has returned a portion of the security deposit with interest to the tenant and currently holds in trust the amount of \$315.99, which he seeks to retain in full satisfaction of the claim.

The landlord testified the parties participated in a move-in inspection and a move-out inspection, however, the tenant did not agree with the move-out inspection and refused to sign the report. Filed in evidence is a copy of the report.

The landlord testified the tenant did attempt to have the rental unit cleaned, however, he was required to clean the bathroom as it had a strong urine smell.

The landlord testified the drapes were covered with cat hair, which he was required to clean. Filed in evidence are photographs of the drapes.

The landlord testified the window sills were covered in cat hair and the mould in the window tracks were not removed, which he was required to clean.

The landlord testified all the baseboards and floors were covered with dust and cat hair.

The landlord testified that the tenant left a large amount of household items in the garbage and he had to transport the garbage to the local dump and it cost \$21.50 for dumping fees and gas charges were \$34.50. The landlord seeks to recover \$56.00. Filed in evidence is a copy of the garbage dumping fee. Filed in evidence are photographs of the garbage left at the rental property.

The landlord claims it took him nine hours to clean the rental unit and take the garbage to the dump and seeks to be paid at the rate of \$20.00 per hours. The landlord also seeks to recover the cost of cleaning supplies in the amount of 29.99. Filed in evidence is a receipt for cleaning supplies.

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.

The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit and property. The tenant is generally 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.

Policy Guideline 1. Landlord & Tenant – Responsibility for Residential Premises - Internal Window Coverings states:

3. The tenant is expected to leave the internal window coverings clean when he or she vacates.

Policy Guidelines – 1. Landlord & Tenant – Responsibility for Residential Premises - Windows states:

2. The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould.

In this case, the tenant did not clean the bathroom, baseboard or floors to a reasonable state of cleanliness. The tenant was responsible to ensure all internal window covering and window tracks were cleaned at the end of tenancy. The tenant also left an unreasonable amount of garbage at the rental unit.

I find the tenant did not clean the unit to a level required by the policy guidelines and this caused the landlord to suffer a loss.

I find the amount claimed by the landlord for cleaning costs, materials and garbage fees to be reasonable. I grant the landlord compensation in the amount of **\$256.99**.

The landlord has established a total monetary claim of **\$315.99** comprised of the above amount and the \$50.00 fee paid for this application.

I order that the landlords retain the deposit and interest of **\$315.99** in full satisfaction of the claim.

Conclusion

The landlord is granted a monetary order in the above amount and may keep the security deposit held in full satisfaction of the claim.

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: September 11, 2012.
