



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with a landlord's claims for compensation for damage, cleaning and garbage removal; and, authorization to retain all or part of the security deposit. The tenant did not appear at the hearing. The landlord testified that the hearing documents were sent to the tenant at his forwarding address via registered mail sent on November 1, 2012. The landlord provided a registered mail tracking number as proof of service and testified the registered mail was successfully delivered. I was satisfied the tenant has been sufficiently served and I proceeded to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for damage or cleaning or garbage removal in the amount claimed?
2. Is the landlord authorized to make deductions from the tenant's security deposit?

### Background and Evidence

The tenancy commenced February 1, 2012 and ended September 30, 2012. The tenant paid a \$300.00 security deposit. The rental unit was a bachelor suite and included a shared entrance area and laundry room. The tenant used the laundry room for storage, contrary to a term in the tenancy agreement.

The landlord prepared condition inspection reports at the beginning and end of the tenancy, although the reports were non-compliant with the requirements of the Residential Tenancy Regulations.

The landlord is seeking to recover \$125.00 for carpet cleaning because the tenant left the carpets excessively soiled given the length of his tenancy. The landlord testified that the carpets were stained with oil, among other things, and the cleaner took four hours to sufficiently clean the carpets in the small unit. The tenant also had a dog in the rental unit. The landlord provided a copy of an invoice for carpet cleaning.

The landlord is seeking to recover \$85.00 for removal of the items the tenant abandoned at the residential property. The landlord provided photographs of the abandoned property and an invoice charged to the owner for hauling.

The landlord is seeking to recover \$90.00 for the six hours she spent cleaning the rental unit and the common entry and the common laundry room, including the dryer which was lined with a sticky substance. The landlord stated she cleaned walls, windows, curtains and minor repairs including chips in the bathtub. The landlord provided a copy of an invoice charged to the owner for cleaning.

The landlord also stated the tenant had a dog in the rental unit, without consent of the landlord and contrary to the tenancy agreement, and that she was left to clean up dog feces left by the tenant's dog. The time spent cleaning dog feces was included in the above invoice.

The landlord explained that the only other unit that shared the common laundry room and entry had been vacated September 15, 2012. The common entry had been cleaned after September 15, 2012 but the tenant left it dirty in a dirty condition. However, due to the tenant's possessions in the laundry room the landlord had been unable to clean the common laundry room until after he vacated.

The landlord testified that the tenant had made verbal statements to the landlord that his security deposit would cover the costs to repair, clean and remove garbage. In filing this application the landlord requested recovery of the filing fee but during the hearing the landlord stated that she was seeking to recover a total of \$300.00 from the tenant.

### Analysis

The Act provides that at the end of a tenancy the tenant is required to remove all of their possessions from the property and leave the rental unit reasonably clean and undamaged. Under the Act, a tenant is also responsible for damage he, or persons permitted on the property by him, caused to common areas.

Residential Tenancy Policy Guideline 1 provides that a tenant is generally held responsible for carpet cleaning where the tenancy exceeded one year in duration. The tenant may also be held responsible for carpet cleaning where the tenancy was less than one year but the tenant smoked in the unit, had an uncaged animal in the unit, or caused excessive soiling to the carpets.

Based upon the undisputed evidence presented to me, I accept that the tenant had an uncaged pet in the rental unit and left the carpets excessively soiled. Therefore, I grant the landlord's request to recover \$125.00 from the tenant for carpet cleaning.

Based upon the undisputed evidence presented to me, I accept the tenant left abandoned furniture at the residential property. I grant the landlord's request for recover \$85.00 to dispose of the abandoned property.

With respect to cleaning, I find the landlord entitled to a portion of the amount claimed. I limit the claim as part of the claim included cleaning of common areas. A landlord is generally responsible for cleaning common areas shared by other tenants or the landlord. I find the landlord did not prove the tenant is responsible for all of the cleaning performed in the laundry room since it was shared by other tenants and it had not been cleaned when the other tenants vacated the other unit. Therefore, I reduce the landlord's claim by one hour and award the landlord five hours, or \$75.00.

In summary, the landlord has been awarded compensation of \$285.00 [\$125.00 + \$85.00 + \$75.00] for damage, cleaning and garbage removal. Therefore, I award the landlord \$15.00 toward the filing fee for a total award of \$300.00. As the landlord is holding \$300.00 in a security deposit I authorize the landlord to retain the security deposit in satisfaction of this application.

### Conclusion

The landlord has been awarded compensation totalling \$300.00. I authorize the landlord to retain the tenant's \$300.00 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: January 30, 2013

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Residential Tenancy Branch

