



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MND MNDC FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent and damages;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenants agreed they received the Application for Dispute Resolution by registered mail. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that rent is owed, that the tenant did damages to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced December 1, 2012, a security deposit of \$650 was paid and rent was \$1300 a month. It is undisputed that the tenant vacated on May 24, 2013 and paid only \$650 of the last month's rent. The tenant said they expected that their security deposit would be applied to the balance. The landlord is claiming the rental arrears of \$650, hydro cost of \$153.64, cleaning costs of \$630, registered mail costs and \$50 for the filing fee.

The tenant does not dispute the \$650 rent owed and queried the \$153.64 of hydro costs. The landlord had provided invoices on the move-out date and explained in the hearing how he had calculated the amounts. The female tenant had signed an agreement previously to pay the amount of the hydro owed. Apparently the tenant's father had moved into the unit for a period while he had medical treatment and the

period was longer than expected so the landlord charged for the extra hydro cost based on the increased cost from the previous year when even more persons had lived in the home.

The tenants strongly disputed the cleaning costs of \$630. They pointed out that the invoice was from the company of the parents of one of the landlords, that it was dated after new tenants moved in and that the costs were excessive. The female tenant said she had cleaned the home thoroughly but acknowledged that she missed doing under the stove and that there were a few smudge marks left on some walls. She provided photographs and a video to show the results of her cleaning and also pointed to the condition inspection report done on move-out where she cleaning anything pointed out to her at that time. The tenants said no professional cleaning was done for their move-in and the landlords agreed but said the prior tenants who had two children and two dogs had left the home in pristine condition. The tenants said the oven was left dirty and some other items but the home was generally liveable and they did not make any comments at the time.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus of proof is on the landlord to prove that the tenant owed rent, did damages to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. I find undisputed evidence that the tenant owed \$650 rent when they moved out and the landlord is entitled to recover this. I find undisputed evidence also that they owed \$153.64 in hydro costs; although the tenant disputed the calculation of this amount, I find it was calculated appropriately and the tenant had signed a prior agreement to pay this amount.

In respect to the claim of \$630 for cleaning costs, I find the evidence of the tenant credible that they cleaned the home well before move-out but had left some dirt in the oven, under the stove and some smudges on the walls. I find their evidence well supported by photographs and the video tape which showed clean cupboards, floors and refrigerator and by the move out report which shows the tenant cleaned some smudges when they were pointed out but had left the oven dirty. In view of this evidence and the fact that the unit was not professionally cleaned at move-in and may have had some dirty areas, I find the \$630 claim for cleaning costs to be excessive. I find the weight of the evidence is that only some wall smudges, the oven and under the

stove were left unclean. I find also a relative of the landlord owned the firm who provided the cleaning cost invoice so there may have been some bias in favour of the landlord. The landlord gave an hourly rate of \$25 for the firm, the tenant said it would have taken only an hour to do the extra cleaning but I find that in usual circumstances, it would more probably take about 5 hours to clean some walls, an oven and under the appliances. I find this amount of cleaning if done by an outside unrelated person would more probably cost \$125 (5 hours) so I find the landlord entitled to recover \$125 for cleaning costs. As I advised in the hearing, I find no jurisdiction to award costs of service of documents but only for the filing fee.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

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|---|---------|
| Rental arrears for May | 650.00 |
| Extra hydro costs | 153.64 |
| Cleaning costs allowed | 125.00 |
| Filing fee | 50.00 |
| Less security deposit (no interest 2012-13) | -650.00 |
| Monetary Order to landlord | 328.64 |

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 06, 2013

Residential Tenancy Branch

