



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from November 1, 2012 to November 14, 2013. Monthly rent of \$1,350.00 is due and payable in advance on the first day of each month, and a security deposit of \$675.00 was collected.

A previous hearing was held in a dispute between these parties (file # 536902) with a decision issued by date of June 10, 2013. In that decision it is documented that the tenants vacated the unit "on or about May 15." Further, pursuant to the decision a monetary order was issued in favour of the landlord for \$950.00, comprised of \$675.00 for half of May's rent, \$225.00 for loss of rental income in the first 5 days of June, and recovery of the \$50.00 filing fee. Finally, in the decision dated June 10, 2013, it is documented in part as follows:

The landlord has 15 days from the date of this decision to either return the security deposit in full or file that claim pursuant to section 38(1) of the Act.

As the landlord intends to file a claim against the security deposit, I have not applied the deposit to the award made herein.

Subsequently, the landlord filed her application for dispute resolution on June 24, 2013.

In addition to certain other compensation, the landlord seeks compensation associated mainly with cleaning required in the unit and garbage disposal after the tenants vacated. While documentary evidence related to the condition of the unit at the end of tenancy includes several photographs, there is neither a move-in nor a move-out condition inspection report in evidence. The tenants do not categorically deny that cleaning and garbage disposal were required, however, they testified that it had been their intention to return to the unit in order to complete these tasks.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Further, section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, in part:

37(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Additionally, Residential Tenancy Policy Guideline # 1 addresses “Landlord & Tenant – Responsibility for Residential Premises.”

Based on the testimony of the parties and the documentary evidence which includes, but is not limited to, photographs and receipts, the various aspects of the landlord’s claim and my findings around each are set out below.

\$277.66: *cleaning supplies*

While the tenants acknowledge that cleaning was still required in the unit after they vacated, in the absence of the comparative results of move-in and move-out condition inspection reports I find that the landlord has established entitlement limited to **\$138.83**, which is half the amount claimed.

\$149.93: *truck rental*

In the absence of the comparative results of move-in and move-out condition inspection reports, I find that the landlord has established entitlement limited to **\$74.97**, which is half the amount claimed.

\$275.00: *carpet cleaning (labour and supplies)*

The tenants testified that the carpets were not cleaned at the end of the tenancy, and I therefore find that the landlord has established entitlement to the full amount claimed.

\$183.25: *cleaning and garbage disposal (including labour)*

As previously noted above, while the tenants acknowledge that cleaning and garbage disposal were still required after they vacated the unit, in the absence of the comparative results of move-in and move-out condition inspection reports I find that the landlord has established entitlement limited to **\$91.63**, which is half the amount claimed.

\$59.90: *receiver kit*

I find on a balance of probabilities that the power cord and the high-speed HDMI cable were missing at the end of tenancy, and that the narrow option available to the landlord was to purchase a new satellite receiver. In the result, I find that the landlord has established entitlement to the full amount claimed.

\$50.00: *filing fee*

As the landlord has achieved a measure of success with this application, I find that she has established entitlement to recovery of the full filing fee.

Sub-total: \$690.33

I order that the landlord retain the security deposit of **\$675.00**, and I grant the landlord a **monetary order** for the balance owed of **\$15.38** (\$690.33 - \$675.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$15.33**. Should it be necessary, this order may be served on the tenants, 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: September 30, 2013

Residential Tenancy Branch

