



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 was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on September 13, 2013. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord permitted to keep the security deposit?

- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The landlord has provided a copy of the tenancy agreement in documentary evidence and testifies that this tenancy started originally on March 01, 2012 for a six month term. The parties entered into a new tenancy agreement on September 01, 2012 for a fixed term that expired on August 31, 2013 at which time the agreement ended and the tenant must vacate the rental unit. Rent for this unit was \$1,300.00 per month and was due on the 1st day of each month. The tenant paid a security deposit of \$650.00 at the start of the tenancy in March 2012.

The landlord testifies that the tenant failed to leave the rental unit in a clean condition at the end of the tenancy and the tenant agreed in writing that the landlord could make deductions from the tenant's security or damage deposit for carpet cleaning and other cleaning costs.

The landlord testifies that the carpets were left dirty and stained. The tenant had a long haired cat which left a large quantity of cat hair in the carpet, filter and ducts. The landlord testifies that he had to vacuum the carpets to remove this cat hair before the carpets could be professionally cleaned. The landlord also had to have the heating ducts and furnace cleaned professional due to the cat hair clogging up the system. The landlord has provided some photographic evidence showing the clogged filters and vents.

The landlord testifies that the bathroom was left dirty, the fridge which was on wheels had not been pulled out and cleaned behind and the interior of the fridge was dirty. The kitchen lino was very dirty, the oven and stovetop were dirty and the kitchen cupboards were left dirty both inside and out.

The landlord testifies that he did some cleaning himself for six hours and seeks to recover \$18.00 per hour for this work to an amount of \$108.00. The landlord also had to engage the services of two students to clean the unit to assist the professional cleaner. The students cleaned for four hours each and charged \$15.00 per hour. The professional cleaner cleaned for four hours on the first day and one and a half hours on the second day. The professional cleaner charges \$25.00 per hour. The landlord seeks to recover a total amount of \$255.00 for this work. The landlord has provided photographic evidence of the condition of the unit and a breakdown of hours from the cleaners.

The landlord seeks to recover \$105.00 for the carpet cleaning and has provided an invoice for this charge in evidence. The landlord also seeks to recover the cost for cleaning supplies of \$25.00. This includes Windex, oven cleaner, paper towels, bathroom cleaner, mop heads and Swiffer pads. The landlord explains that he does not have a receipt for these items as they came from his own supplies. The landlord seeks to recover the cost for cleaning the furnace and ducts and has provided an invoice in evidence for the amount of \$271.95.

The landlord testifies that the tenant did not notify the landlord that he was vacating at the end of the fixed term tenancy and although the landlord was able to show the unit to prospective tenants prior to the tenant vacating the unit; the unit could not be rented due to the poor condition the unit was in. The landlord testifies that the cleaners were engaged to work on September 02 and 03, the carpets were cleaned on September 03 however the ducts could not be cleaned out until September 14 due to the contractors work schedule. Therefore the unit could not be re-rented for September 01, 2013 and the landlord did not find a new tenant until September 15, 2013 who rented the unit and moved in on September 26, 2013. Due to this the landlord seeks to recover a loss of rent for half of September of \$650.00.

The landlord seeks an Order to allow the landlord to keep all of the security deposit to offset against the loss of rent and cleaning costs. The landlord also seeks to recover the filing fee of \$50.00.

Analysis

In relation to the landlords claim for cleaning, I refer the parties to section 32(2) of the Act which states:

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

This also applies to the end of the tenancy in which the tenant must leave the rental unit in a reasonable clean condition. From the undisputed testimony of the landlord and the documentary evidence provided I find the tenant failed to meet the reasonable standard of cleanliness for the rental unit and as such the landlord is entitled to recover any costs incurred to clean the unit to ensure it was clean for new tenants. It is my decision that the landlord is entitled to recover costs for the cleaning provided by the two students and the professional cleaner to a total amount of \$225.00. I also find as the landlord did some cleaning himself that he is entitled to recover his costs for this work of \$108.00. Although the landlord has not provided receipts for cleaning supplies as they came from the landlords own stock of supplies I find the amount of \$25.00 to be reasonable and therefore find the landlord is entitled to recover this amount from the tenant.

In relation to the landlords claim for carpet cleaning, I refer the parties to the Residential Tenancy Policy Guidelines #1 which states that a tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy. The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises.

Consequently I am satisfied with the undisputed evidence before me that the carpets were not cleaned by the tenant and had been left stained at the end of the tenancy. The tenant also had a cat which was not caged and therefore the landlord has established a claim for carpet cleaning of \$105.00.

I am also satisfied with the undisputed evidence before me that the tenant failed to clean the vents and the furnace and ducts were clogged with cat hair which required the landlord to have them cleaned. Consequently, the landlord has established a claim for duct and furnace cleaning of \$271.95.

With regard to the landlords claim for a loss of rent for September; the Residential Tenancy Policy Guidelines #3 discuss the issues for a claim of this nature and states in part that even where a tenancy has been ended by proper notice, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

The landlord has testified that the landlord attempted to re-rent the unit and conducted some viewings of the unit prior to the tenant vacating. However these viewings were not successful due to the condition of the unit. The landlord has also testified that the tenant failed to clean the unit when he moved out and the landlord had to arrange for cleaning on September 02 and September 03. The ducts could not be cleaned until September 14, 2013 and a new tenant was found for the unit on September 15, 2013.

Consequently, I am satisfied that the landlord acted in a timely manner to get the unit re-rented as quickly as possible. The tenant was responsible to leave the rental unit in a reasonable clean manner and failed to do so. Therefore it is my decision that the landlord was unable to rent the unit for September 01, 2013 and the landlord is entitled to recover a loss of rent for half of September to the sum of \$650.00.

The landlord is entitled to keep the security deposit of \$650.00 pursuant to s. 38(4)(b) of the *Act* and this amount will be offset against the landlord's monetary claim.

I further find the landlord is entitled to recover the \$50.00 filing fee from the tenant pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord pursuant to s. 67 and 72(1) of the *Act* as follows:

Cleaning costs	\$255.00
Landlords costs	\$108.00
Cleaning supplies	\$25.00
Carpet cleaning	\$105.00
Duct and furnace cleaning	\$271.95
Loss of rent	\$650.00
Filing fee	\$50.00
Less security deposit	(-\$650.00)
Total amount due to the landlord	\$814.95

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$814.95**. The order must be served on the respondent and is enforceable through the Provincial Court 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: November 05, 2013

Residential Tenancy Branch

