



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 by the landlord for a monetary order and an order allowing retention of the security deposit. The landlord has also requested recovery of the \$50.00 filing fee from the tenant. Both parties attended the hearing and had an opportunity to be heard.

Issues

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on June 1, 2007 and ended on October 30, 2013. The rent was \$900 per month. A security deposit of \$400 was paid at the start of the tenancy. Condition inspection reports were not completed.

The tenant gave notice to end the tenancy on October 7, 2014 and then vacated the unit on November 1, 2014. The unit was re-rented for November 1, 2014 so despite the fact that the tenant gave short notice, the landlord did not lose any income because the new tenants began paying rent as of November 1st.

The landlord brought this claim because he believes the tenant did not leave the rental unit clean enough and that there was damage to the unit that he believes she should pay for. I will go through each of the items claimed below.

For her part, the tenant disputes the landlord's entire claim. The tenant claims she left the unit reasonably clean and that the items claimed as damage by the landlord are actually due to normal wear and tear after a six year tenancy.

In support of his claim, the landlord submitted photos of the unit and receipts for the items claimed.

The tenant claims that the photos submitted by the landlord are not relevant because they were taken before she had done her cleaning. The landlord does not dispute the fact that they were taken before she had cleaned but notes that they were taken during the day on November 1st and the tenant was supposed to have been out and cleaned the unit by October 31, 2013. The tenant acknowledged that she did not finish cleaning the unit until 7:30 p.m. on November 1st.

Analysis

The landlord has made a monetary claim against the tenant comprised of the following:

Dump fee	\$27.00
Cleaning fee (Molly Maid)	\$180.00
Cleaning supplies	\$12.32
Replace faucet gasket	\$8.04
Paint Supplies	\$72.43
Replace filters for hood fan	\$57.48
Registered mail	\$11.24
Filing fee	\$50.00
TOTAL	\$418.51

Dump fee (\$27.00) – The landlord claims that the tenant left so much garbage in the garbage cans that he had to make a special trip to the dump to clear all of them. The landlord explained that the garbage is now only picked up every other week thus necessitating a trip to the dump. The tenant disputes this claim saying that she used the cans that were there and that moving causes a lot of garbage. The landlord has submitted photos showing the amount of garbage left by the tenant and while it does not look completely unreasonable, I do think that the tenant should bear half the cost of the dump charge. It does not seem right that the landlord should have to pay to remove all this garbage when the tenant could have done a garbage run herself. In the result, I find that the landlord is entitled to \$13.50 in respect of this claim.

Cleaning (\$180.00) – The landlord makes this claim on the basis of Section 37 of the Act which requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. In the view of the landlord, the tenant did not fulfill this requirement. However, the tenant insists that she did leave the rental unit reasonably clean and that the photos submitted by the landlord do not show the state of the unit after the tenant had cleaned. The tenant testified that she had had a friend of hers (who is a professional house cleaner) come and help her clean. A letter was submitted by the tenant from this friend confirming that she had cleaned the rental unit with the tenant. In contrast to this, the landlord submitted an invoice from Molly Maid dated November 7, 2013 which contained the notation “pretty dirty”.

For me, the problem with this part of the landlord's claim is that there are no photos of the condition of the unit after the tenant had cleaned. But I am also troubled by the fact that the tenant did not vacate the unit on October 31st as she was legally required to do. However, the landlord did allow the tenant back into the unit on November 1st to complete her move-out and cleaning instead of denying her access and doing the full cleaning himself. As a result, I do not think I can fault the tenant for cleaning on November 1st. I do note however that the condition of the unit as shown in the photos was quite dirty and that it is probable that the unit required further cleaning after the tenant left in order to have it ready for the new tenants. I am also influenced in this regard by the Molly Maid notation of “pretty dirty”.

Accordingly, I find that on balance, the landlord has established half of this portion of the claim in the amount of \$90.00.

Cleaning Supplies (\$12.32) – As with the cleaning costs, I find that the tenant should bear half of this cost in the amount of \$6.16.

Registered Mail (\$11.24) – As I explained to the landlord at the hearing other than the filing fee, I do not have the authority to make an award for the costs associated with bringing this claim. This claim is therefore dismissed.

Replace faucet gasket/Paint supplies/Replace hood fan (\$137.95) – These remaining claims by the landlord fall, in my view, under the category of “normal wear and tear” particularly in light of the length of this tenancy. I therefore dismiss this portion of the landlord's claim.

Filing Fee (\$50.00) – I am satisfied that the landlord is entitled to recover the half of the filing fee from the tenant as he has been partially successful in his claim.

In sum, I have found that the landlord has established a monetary claim against the tenant in the amount of \$134.66.

Conclusion

I find that the landlord has established a total monetary claim of \$134.66 comprised of the items listed above. Accordingly, I authorize the landlord to retain this amount from the tenant's security deposit and order that the balance of the deposit \$274.91 (\$265.34 plus interest of \$9.57) be returned to the tenant.

This order may be 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: March 04, 2014

Residential Tenancy Branch

