



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The facts on which the parties are in agreement are as follows.

- On August 11, 2013, the parties signed a written tenancy agreement indicating that the tenancy would begin on September 1, 2013.
- The parties negotiated that certain improvements would be performed prior to the beginning of the tenancy, including replacing a carpet and sanding a floor.
- The landlord gave the tenant keys to the unit several days before September 1.
- The tenant moved a few of her belongings into the unit at the end of August, but moved the bulk of her belongings into the unit on August 31.
- At the request of the tenant on August 31, the landlord hired a third party to clean the rental unit

The tenant testified that on August 31 she discovered that the rental unit had not been adequately cleaned. She made several attempts to contact the landlord by telephone and left a number of voicemail messages. In the early afternoon, the landlord responded to her messages and sent a woman to clean the unit. The tenant testified that the woman spent several hours cleaning the kitchen but did not adequately clean the unit. The tenant took a number of photographs of the unit on August 31 but could

not recall whether those photographs were taken before or after the cleaning woman had cleaned the kitchen.

The tenant testified that the cleaning woman promised to return to the unit on September 1, but did not return on that date. The tenant claimed that she spent more than 25 hours cleaning the unit and removing the landlord's belongings from 2 bedrooms. She seeks to be compensated for the cost of cleaning at a rate of \$25.00 per hour for 25 hours.

The landlord testified that he responded to the tenant on August 31 by sending the cleaning woman and that the tenant did not make him aware that she did not return on September 1, even though the landlord was at the unit for several hours on that date. The landlord testified that he was unable to have the unit cleaned prior to August 31 because up until that time, he was occupied with performing the agreed upon repairs. He testified that at the time the parties signed the tenancy agreement, the tenant pressed him for the earliest possible possession date and the landlord agreed to September 1, but warned her that he would not be able to make all 5 bedrooms available until mid-September.

The tenant denied that there was an agreement that 2 bedrooms would not be available on September 1.

### Analysis

In order to succeed in her claim, the tenant must prove that the landlord failed to comply with the Act or the tenancy agreement and that as a result, she suffered a loss. I find that the landlord was obligated to provide the unit in reasonably clean condition and I find that the tenant's photographs show that the unit was not in reasonably clean condition when she arrived. However, the tenant was unable to confirm when those photographs were taken and it is possible that they were taken prior to the time the cleaning woman retained by the landlord was able to clean the kitchen.

The landlord's legal obligation to the tenant did not begin until September 1, 2013 and therefore the unit should have been cleaned and ready for occupancy on that date. I find that the landlord acted quickly on August 31 when he learned that the unit required cleaning and immediately sent a cleaning woman to the unit. The landlord had every reason to believe that the person he hired had done the work for which he retained her and I find that the tenant had an obligation to inform the landlord when the cleaning woman did not return to the unit.

I find that some additional cleaning was required and as the tenant performed that cleaning, I find that the landlord should compensate her for it. However, I am not satisfied that an additional 25 hours of cleaning was required as I am unsure of the condition of the unit after the cleaning woman had finished her work and the tenant's photographs did not encompass the entire rental unit.

I am not satisfied that the tenant agreed that the landlord could keep his belongings in 2 of the bedrooms past the September 1 occupancy date as there would be no reason for the tenant to agree to such an arrangement without her rent for that period having been reduced. I find that the landlord acted unreasonably in leaving his belongings in the unit for the tenant to move.

Having reviewed the evidence and testimony and considering that the tenant's photographs may not show the condition of the unit after it had been cleaned by the person retained by the landlord as well as the fact that the tenant failed to advise the landlord that the cleaning lady did not return to the unit, I find it appropriate to award the tenant \$200.00, which represents 10 hours of work at a rate of \$20.00 per hour.

The tenant also sought to recover the \$50.00 filing fee paid to bring her application, but as the award granted is less than the amount that the landlord offered to her prior to the time she filed her claim, I find that the tenant should bear the cost of the filing fee.

### Conclusion

The tenant is awarded \$200.00 and I grant her a monetary order under section 67 for that sum. This order may be filed in the Small Claims Division of the Provincial 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 17, 2014

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Residential Tenancy Branch

