



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kelson Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord and both tenants.

At the outset of the hearing the tenants acknowledged receiving the landlord's evidence. However, I had not received any evidence for the file. With the tenants' agreement I allowed the landlord to submit the evidence provided to the tenants by fax no later than the end of business on the day of the hearing.

The landlord submitted into evidence a copy of a tenancy agreement; a Condition Inspection Report; an Application for Tenancy; the tenants' notice to end tenancy; and the landlord's response to the tenants' notice.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for cleaning and carpet cleaning; and for all or part of the security deposit, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy agreement submitted was signed by the parties on September 1, 2013 for a 6 month fixed term tenancy beginning on September 1, 2013 for a monthly rent of \$995.00 due on the 1st of each month with a security deposit of \$497.50 paid. The tenancy ended when the tenants vacated the rental unit on December 15, 2013.

The tenants submit that the landlord never collected rent or informed them that they had to have the rent paid by the first of the month. The tenants submit that they could have paid the rent on any day of the month without any concern from the landlord.

The parties agree the tenants provided their notice to end the tenancy to the landlord on or before November 15, 2013 to be effective December 15, 2013. The landlord submits that the tenants did not pay any rent at all for December but informed the landlord they could use the security deposit for rent until December 15, 2013.

During the hearing the tenants testified that they accept that they must pay the landlord rent for the full month of December 2013 and asked that the security deposit be applied to cover half of that debt.

The landlord also seeks compensation for cleaning the rental unit and carpet cleaning. The landlord submits that the tenancy agreement requires, under clause 23, that the tenants are required to have the carpets professionally cleaned at the end of the tenancy. The landlord seeks compensation in the amount of \$94.50.

The landlord testified that an appointment was set with the tenants to complete a move out inspection but that it was later changed when one of the tenant's fathers asked to complete the inspection with the landlord on a different date.

The landlord submits that the father did not attend. He testified that he sent a message to the father asking if another time worked and he did not receive any acknowledgement back.

The landlord submits that tenants left food in the fridge and that the tub and toilet were dirty and required cleaning. The landlord requests 3 hours of cleaning at 25.00 per hour. The tenants acknowledge leaving food in the fridge but dispute that the tub and toilet required cleaning.

Analysis

As the tenants do not dispute the landlord's claim for rent for the month of December 2013, I grant the landlord \$995.00 for this loss.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

In addition, the tenancy agreement had a clause requiring the tenants to have the carpets professionally cleaned at the end of the tenancy. The tenants did not provide any testimony or evidence that they had the carpets professionally cleaned. As such, I find the tenants were obligated to have the carpets professionally cleaned and they failed to meet this obligation. Therefore, I find the landlord is entitled to compensation in the amount of \$94.50.

As to the general cleaning I accept based on the testimony of both parties that the tenants left food behind in the fridge of the rental unit and as such the landlord would have required to do at least some additional cleaning.

As the tenants dispute the cleanliness of the toilet and the tub I find the landlord has failed to establish they required cleaning. However, even if I were to find the landlord was required to clean the tub and toilet in addition to the fridge I would find that 3 hours would have been excessive to clean these few things.

Based on the above, I grant the landlord compensation for 1 hours worth of cleaning in the amount of \$25.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,114.50** comprised of \$995.00 rent owed; \$25.00 general cleaning; and \$94.50 carpet cleaning.

I order the landlord may deduct the security deposit and interest held in the amount of \$497.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$617.00**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: April 10, 2014

Residential Tenancy Branch

