



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Realty Executives Mid Island
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC; MNSD; FF

Introduction

This Hearing was convened to consider the Landlord's Application for Dispute Resolution seeking compensation for damage or loss under the Act, Regulation or tenancy agreement; to apply a portion of the security deposit in satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

It was determined that the Landlord served the Tenants with its Notice of Hearing documents and copies of its documentary evidence by registered mail sent to the Tenants' forwarding address on April 9, 2014. The Landlord's agent provided the tracking numbers and indicated that the female Tenant's package was accepted, but the male Tenant's package was returned to the Landlord by Canada Post.

The Tenants did not provide any documentary evidence to the Landlord or the Residential Tenancy Branch.

Issues to be Decided

1. Is the Landlord entitled to a monetary award for cleaning the rental unit at the end of the tenancy?
2. May the Landlord deduct its monetary award from the security deposit?

Background and Evidence

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, **I refer to only the relevant facts and issues in this decision.**

This tenancy began on April 20, 2013, and ended on March 31, 2014. The Landlord provided a copy of the Condition Inspection Report for the move-in and move-on inspection. The Landlord seeks a monetary order for the following items:

50% of the cost of a new stove	\$243.50
Cost of replacing a broken window handle	\$11.18
Labour costs for cleaning the rental unit at the end Of the tenancy	<u>\$300.00</u>
TOTAL	\$554.68

The Tenants paid a security deposit in the amount of \$600.00 and a pet damage deposit in the amount of \$300.00 at the beginning of the tenancy. The Landlord returned \$345.32 to the Tenants on April 9, 2014.

The parties arranged for the move-out condition inspection at 1:00 p.m. on March 31, 2014. The Tenants did not attend the condition inspection, but the male Tenant met with the Landlord after it was concluded by the Landlord and signed the Report.

The male Tenant agreed that the Landlord was entitled to its claim for the stove and the broken window handle, but disputes the cost of labour for cleaning the rental unit. The male Tenant submitted that it would have only taken 6 hours at \$25.00 an hour (\$150.00) to bring the rental unit to a reasonably clean condition.

The Landlord's agent testified that the in-coming tenants were expecting to move in at 3:00 p.m. on March 31, 2014. The in-coming tenant agreed to clean the rental unit so that they could move in. The Landlord provided a statement from the incoming Tenant with respect to the cleaning that she and her family completed, along with the time that it took to clean the rental unit. The Landlord also provided colour photocopies of photographs taken at the end of the tenancy. The incoming tenant's detailed statement indicates that it took a total of 38 hours to clean the floors, walls, kitchen, bathroom, windows and sills, laundry room, and remove the garbage and dog feces. The Landlord testified that the in-coming tenant had agreed to clean the rental unit for a total of \$300.00 (12 hours @\$25.00).

The male Tenant testified that some of the garbage that is depicted in the Landlord's photographs was there at the beginning of the tenancy. He stated that the egg cartons depicted in photos 77 and 78 were not the Tenants', and that their son was allergic to eggs. He stated that the pink items depicted in photo 80 were there at the beginning of the tenancy. The male Tenant testified that the Tenants have boys, not girls. The male Tenant stated that the dog feces on the lawn must have been left there on the Tenants' last morning there. He stated that mildew developed on the windows within two days

and that there was water trapped between the double glazed windows which caused rust.

Analysis

In a claim for damage or loss under the Act, the applicant has the burden of proof to establish their claim on the civil standard, the balance of probabilities.

In this case, the only remaining disagreement between the parties is the cost of cleaning the rental unit at the end of the tenancy. Based on the documentary evidence provided by the Landlord, I find that the Landlord has established its claim in the amount of \$300.00 for labour. The Act requires the Tenants to leave the rental unit in a reasonably clean condition at the end of the tenancy. It is clear from the photographs that the rental unit was not in a reasonably clean condition. It may be that the in-coming tenants cleaned the rental unit to a higher standard, but I find on the balance of probabilities that the Landlord's claim for 12 hours labour is a reasonable one.

The Landlord is holding the balance of the security deposit and I order that it apply the balance against its monetary award.

The Landlord's application had merit and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenants.

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$50.00** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (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: August 25, 2014

Residential Tenancy Branch