



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNR, MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for cleaning, painting, repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for cleaning, painting, repairs and for the recovery of the filing fee?

Background and Evidence

The tenancy started on March 01, 2014. The monthly rent was \$1,375.00 due in advance on the first of each month. The tenant shared the rental unit with other roommates and when the second set of roommates moved out in September 2014, the tenant was unable to afford to pay rent and therefore on September 30, 2014, the tenant gave the landlord notice to end the tenancy and moved out on October 12, 2014. The tenant agreed that rent for October 2014 was not paid.

Part way through the tenancy the first set of roommates moved out leaving behind considerable damage. The landlord came to an agreement with them and recovered \$300.00 to fix that damage. The damage included damage to doors and during the hearing the tenant pointed out that the landlord's claim for damage to doors had already been dealt with. The landlord stated that damage to only one door had been dealt with and he had made a claim for two doors (instead of one) in error. I explained to the landlord that since this portion of his claim had already been dealt with, it was dismissed.

The landlord stated that the tenant left the unit without cleaning it. The tenant denied these allegations.

The landlord filed photographs that show a floor that needed sweeping and damaged blinds. The landlord stated that he spent 7 hours cleaning the unit. The tenant agreed that he did not get the carpet cleaned professionally but stated that he had vacuumed it. The landlord is also claiming the cost of painting two bedrooms.

The landlord filed a copy of the move out inspection report. Part of the report was filled out by the room mates who moved out part way through the tenancy. The portion that the tenant agreed to states "*carpet not professionally cleaned – only vacuumed, floors not done*". Most of the handwritten report is difficult to read.

The landlord is claiming the following:

1.	Unpaid rent for October 2014	\$1,375.00
2.	Carpet cleaning	\$131.25
3.	Mini Blinds	\$20.10
4.	Cleaning	\$245.00
5.	Paint	\$150.00
6.	Filing fee`	\$50.00
	Total	\$1,971.35

Analysis

Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. The tenant agreed that he owed rent for October 2014 and therefore the landlord is entitled to \$1,375.00 for unpaid rent. The landlord made an oral request for loss of income but did not provide any evidence to support his efforts to mitigate his losses. The landlord explained that at the time he made application, he did not know that he would suffer a loss of income for November. Based on the landlord's testimony, I dismiss his claim for loss of income with leave to reapply.

The move out inspection report states that the carpet in the unit was vacuumed but not cleaned professionally. *Residential Tenancy Policy Guideline#1* addresses the responsibility for the residential premises. With regard to carpets, the guideline states:

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.

This tenancy started in March 2014 and ended in October 2014. Since the length of the tenancy was less than one year, I find that the tenant was not required to shampoo or steam clean the carpets. Based on the move out inspection report, the carpet was vacuumed and therefore the landlord's claim for \$131.25 is dismissed.

The landlord has provided photographs of the broken blinds and a receipt for the cost of blinds. Therefore I award the landlord his claim of \$20.10 to replace the blinds.

Based on the testimony of both parties, the move out inspection report and on the photographs filed into evidence, I find that the tenant failed to clean the floors. I further find that the tenant is responsible for cost of the landlord's time to clean the unit. However, I find that the landlord's claim for \$245.00 for seven hours of cleaning is excessive when compared to the condition of the floors as depicted in the photographs. Accordingly I award the landlord \$100.00 towards cleaning. The landlord did not file sufficient evidence to support his claim for the cost of painting and therefore I dismiss his claim for \$150.00. Since the landlord has proven a portion of his claim, I grant him the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim as follows:

1.	Unpaid rent for October 2014	\$1,375.00
2.	Carpet cleaning	\$0.00
3.	Mini Blinds	\$20.10
4.	Cleaning	\$100.00
5.	Paint	\$0.00
6.	Filing fee`	\$50.00
	Total	\$1,545.10

I order that the landlord retain the security deposit of \$687.50 and the pet deposit of \$687.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$175.10. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$170.0.10.**

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: December 10, 2014

Residential Tenancy Branch

