



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kendall Property
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDC FF O

Introduction

This hearing dealt with the tenant's application for monetary compensation.

The hearing first convened on April 10, 2015. On that date the tenant stated that she had not received the landlord's evidence. The landlord stated that she had posted the evidence to the rental unit door on April 1, 2015. The tenant stated that they did not use that door, and she had no idea it was there. I found it was appropriate to adjourn the hearing to allow the tenant further time to consider the landlord's evidence.

The hearing reconvened on June 1, 2015. On that date, the landlord and the tenant participated in the teleconference hearing. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy was to begin on July 1, 2014. The tenant arrived at the rental unit on that date, prepared to begin moving in to the unit. The landlord's agent informed the tenant that the previous tenant had not yet fully vacated, and he was still sleeping. The tenant walked through the part of the unit that had been emptied, and discovered it was not cleaned. The tenant hired a cleaner to clean the unit, and was billed \$481.00. The tenant submitted the cleaning bill to the landlord, and the landlord reimbursed the tenant \$241.00 for cleaning.

Tenant's Submissions

The tenant stated that on July 1, 2014 the rental unit was very filthy. She stated that the agent told the tenant that she could either clean the unit herself and be reimbursed, or she could hire someone. The tenant stated that the agent did not say how much the cleaning costs should be. The tenant has claimed \$240 for the balance of the cleaning costs. In support of her claim, the

tenant submitted photographs of some dirty areas of the rental unit and witness statements attesting to the dirty condition of the unit.

Landlord's Response

The landlord stated that tenancies end at 1:00 p.m. on the last day. She stated that they have a cleaner on call who charges \$20.00 per hour, so the landlord paid the tenant back what their cleaner would have charged. The landlord submitted an email from the mother of the previous tenant, who wrote that the unit was clean.

Analysis

I find that the tenant is entitled to recovery of the balance of the cleaning costs, as claimed. I accept the tenant's evidence that the landlord's agent did not limit how much the cleaning bill should be. Further, the agent did not contact the landlord's cleaner. The previous tenant ought to have been moved out by 1:00 p.m. on June 30, 2015, when tenancies normally end, so that the landlord could clean the unit before the tenant moved in on July 1, 2014, when her tenancy began. I accept the tenant's photographic and testimonial evidence that the rental unit required extensive cleaning.

Because the tenant's application was successful, she is entitled to recovery of the \$50.00 filing fee for the cost of her application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$290.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. Alternatively, the tenant may deduct this amount from her next month's rent.

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: June 12, 2015

Residential Tenancy Branch

