



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened to address a claim by the landlord for a monetary order and an order authorizing them to retain the security and pet deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail on November 12, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on October 15, 2013 and ended on October 31, 2014. At the outset of the tenancy, the tenant paid a \$375.00 security deposit and a \$200.00 pet deposit.

The landlord testified that at the end of the tenancy, the tenant did not adequately clean the rental unit. She provided a document entitled "Move in/Move out Charge Analysis" on which standard cleaning charges were listed for various items.

The landlord testified that the tenant did not clean the kitchen appliances, she left items on the countertop, she did not clean the bathtub, did not clean floors or walls, did not replace 2 burned out light bulbs, did not clean blinds and left items on the balcony which had to be removed. Charges for cleaning these items totaled \$370.00. She further testified that an additional \$25.00 charge was levied as a charge for removing the items left behind, which included a microwave and the items left on the counter, in a closet and on the balcony. The landlord testified that she estimated that it took approximately 4 hours to clean the rental unit.

Analysis

The landlord bears the burden of proving that she is entitled to the monies requested and in order to prove her claim, must show that the tenant breached her obligations under the Act and that the landlord suffered a loss as a result.

The tenant was obligated under section 32 of the Act to leave the rental unit in reasonably clean condition. I accept the landlord's undisputed testimony and I find that the rental unit was not reasonably clean at the end of the tenancy and required further cleaning. I find that the landlord is entitled to be compensated for the time expended cleaning the unit.

The landlord seeks to impose arbitrary costs for cleaning items rather than charging for the actual time expended to clean the unit. I find that as the tenant did not agree to these charges, it would be unfair to force the tenant to pay a set amount for cleaning rather than actual costs, particularly when charging the set amount would result in a payment to the landlord of almost \$100.00 per hour of cleaning. The landlord did not hire a professional cleaning company to complete the work, but used her own staff and provided no evidence that she pays her staff \$100.00 per hour. I find the amount claimed to be excessive. I further find that the landlord has double charged for some issue as she sought to recover \$10.00 for removing items from a countertop and \$25.00 for removing items from a balcony in addition to a charge of 1 hour's labour to remove items. The landlord charged \$25.00 per hour for the cost of removing items and I find it appropriate to apply this rate to cleaning charges as well. I award the landlord \$100.00 which represents 4 hours of cleaning at a rate of \$25.00 per hour.

As the landlord has been successful in her claim, I find she should recover the \$50.00 filing fee paid to bring her application and I award her that sum for a total award of \$150.00. I order the landlord to retain this amount from the \$300.00 security deposit and I order her to return the \$225.00 balance as well as the \$200.00 pet deposit to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$425.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is awarded \$150.00 and will deduct this amount from the security deposit. The tenant is granted a monetary order for \$425.00 which represents the \$225.00 balance of the security deposit and the \$200.00 pet deposit.

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 08, 2015

Residential Tenancy Branch

