



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairs, cleaning, unpaid utilities and for the filing fee and to retain the security deposit. The tenant applied for the return of double the security deposit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to the cost of repairs, cleaning, unpaid utilities and the filing fee?
Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy started on June 01, 2014 and ended on October 31, 2014. The monthly rent was \$1,500.00 payable on the first of each month and did not include utilities. Prior to moving in the tenant paid a security deposit of \$750.00 and a pet deposit of \$200.00. The landlord agreed that move in and move out inspection reports were not created and that the tenant provided his forwarding address on November 01, 2014.

The landlord filed a copy of the tenancy agreement. By signing the addendum the tenant agreed to professionally clean the carpets at the end of tenancy and pay the garbage and water bill. The tenant agreed that he owed \$163.57 for utilities.

The landlord stated that the tenant left the unit in a condition that required cleaning and repair. She testified that the carpets had a pet odour and that the yard was messy, had dog faeces in several places and the flower beds were overrun with weeds. The landlord filed photographs and receipts to support her testimony.

The tenant argued that he had the carpets professionally cleaned and filed a copy of a receipt. The tenant also stated that he had removed all dog faeces from the yard but may have missed some spots. The photograph shows leaves covering the lawn. The tenant testified that he had cleaned the lawn but shortly after there was a wind storm that scattered leaves on the lawn.

The landlord stated that there was water damage to the window sills and the windows had mould and were not clean. The tenant stated that he moved in during the summer and the mould was already there. The tenant also stated that he had cleaned the windows. The landlord filed photographs to support her testimony. The tenant stated that he had cleaned the unit but the landlord was unavailable to do a move out inspection upon his request.

The landlord agreed that the tenant requested a move out inspection on the evening of October 31, 2014, but she was unable to oblige. The landlord did not offer the tenant an alternative time or date but did the inspection in the absence of the tenant.

The landlord is claiming the following:

1.	Carpet cleaning	\$350.00
2.	Yard clean up	\$550.00
3.	Cleaning of windows	\$100.00
4.	Utilities	\$163.57
5.	Filing fee	\$50.00
	Total	\$1,213.57

Analysis

Landlord's application:

1. Carpet cleaning - \$350.00

The tenant stated that he had the carpets professionally cleaned and filed a copy of the receipt. *Residential Tenancy Policy Guideline#1* addresses the responsibility for 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 June 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. However the tenant did do so as per the addendum to the tenancy agreement and filed proof of having had the carpets professionally cleaned. Accordingly the landlord's claim for \$350.00 is dismissed.

2. Yard clean up - \$550.00

Residential Tenancy Policy Guideline #1 addresses the responsibility for residential premises. It states:

Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

The tenancy agreement or addendum does not contain a clause that requires the tenant to maintain the flower beds. Upon review of the landlord's photographs I find that the yard appeared to be in need of general maintenance. The landlord filed a receipt in the amount of \$550.00. I find it appropriate to award the landlord \$150.00 towards her claim.

3. Cleaning of windows - \$100.00

The tenant stated that there was mould present at the start of tenancy. Since the tenant moved in during the summer months it is more likely than not that the mould did not fully develop during the short tenancy of five months and was probably already present on the window sills at the start of tenancy.

Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

Residential Tenancy Policy Guideline #1 also states that at the beginning of the tenancy the landlord is expected to provide the tenant with clean windows, in a reasonable state of repair. In the absence of a move in inspection report, I am unable to determine the condition of the windows at the start of tenancy. I find on a balance of probabilities that it is more likely than not that all the water damage that the landlord is referring to or at least a portion of it, could have been present at the start of tenancy.

Since the tenancy was only five months long, was during the summer and in the absence of a move in inspection report, I find that the landlord is responsible for the cost of repairing the water damage to the window sills and cleaning the mould.

4. Utilities - \$163.57

The tenant agreed that he owed this amount.

5. Filing fee - \$50.00

The landlord has proven a portion of her claim and therefore I award the landlord \$50.00 for the filing fee.

Overall the landlord has established the following claim:

1.	Carpet cleaning	\$0.00
2.	Yard clean up	\$150.00
3.	Cleaning of windows	\$0.00
4.	Utilities	\$163.57
5.	Filing fee	\$50.00
	Total	\$363.57

Tenant's application:

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

Based on the sworn testimony of both parties, I find that the landlord was notified of the tenant's forwarding address on November 01, 2014 and made an application for dispute resolution within 15 days of receiving the tenant's forwarding address.

Therefore, the landlord is in compliance with s. 38 and is not liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The tenant is entitled to the return of base amount of the security deposit. Since the tenant has not proven his case for the return of double the security deposit, he must bear the cost of filing his application. The landlord currently holds a security deposit of \$750.00 and a pet deposit of \$200.00.

The landlord has established a claim of \$363.57. . I order that the landlord retain this amount from the deposits in full satisfaction of her claim and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$586.43. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$586.43**

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 25, 2015

Residential Tenancy Branch

