



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOCKE PROPERTY MANAGEMENT LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*; served by registered mail on December 15, 2014 to a forwarding address provided by the tenants. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenants are deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord and an agent for the landlord appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent or utilities?
- Is the landlord permitted to keep the security deposit for cleaning and damages?

Background and Evidence

The landlord's agent testified that this month to month tenancy started on March 17, 2014. Rent was \$675.00 per month due on the 1st of each month. The tenants paid a security deposit of \$337.50 at the start of the tenancy. The tenants attended a move in condition inspection of the property at the start of the tenancy and have signed the inspection report. At the end of the tenancy the parties agreed to do the move out inspection however the tenants were not available on the last day of the tenancy and could not be contacted. The landlord completed the move out condition inspection in the tenants' absence and provided a copy of the report to the tenants in the landlord's evidence package for this hearing. The tenancy ended on November 30, 2014.

The landlord's agent testified that the tenants had set up an account with the city for their utility bills. The tenants left owing \$126.56 for their electricity account. The City informed the landlord that if it was not paid it would be added to the landlord's property taxes. The landlord paid this amount on behalf of the tenants and seeks to recover \$126.56 from the tenants.

The landlord's agent testified that the tenants failed to clean the carpets at the end of their tenancy. The carpets were left dirty and stained. The landlord referred to the comments on the move out inspection report. The landlord seeks to recover the cost of carpet cleaning of \$126.00 and has provided the invoice in documentary evidence.

The landlord's agent testified that the tenants failed to clean the appliances. The landlord incurred a cost of \$125.94 to have the stove, oven and fridge cleaned. The landlord seeks to recover this from the tenants and has provided a copy of the invoice in documentary evidence.

The landlord's agent testified that the tenants left some scruff marks on the walls and some damage to the beading on the closet, the bathroom floor was also left stained and the fan hood and kitchen counter had not been cleaned. The landlord seeks to recover the cost to repair and clean these areas of \$79.54.

The landlord seeks to recover the filing fee of \$50.00 from the tenants.

Analysis

The tenants did not appear at the hearing to dispute the landlord's claims, despite having been deemed to have been served a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlord's documentary evidence and sworn testimony before me.

With regard to the landlord's claim to recover unpaid utilities; the utility account was in the tenants' name and they should have been aware that a final bill was due to settle the account. As the tenants failed to pay their account the landlord had to settle this with the city to avoid having the utilities put on his taxes. I am therefore satisfied with the evidence before me that the landlord incurred a loss of **\$126.56** to pay the tenants' utilities and the landlord is entitled to recover that amount from the tenants.

With regard to the landlord's claim for carpet cleaning; I refer the parties to the Residential Tenancy Policy Guidelines #1 which deals with the tenants' reasonability's. Part of this guideline deals with the tenants' responsibility to clean the carpets at the end of the tenancy. It states, in part, that the tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. 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. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

I am satisfied from the evidence before me that the tenants stained the carpets and although this tenancy was for less than a year the tenants are accountable for carpet cleaning. As such I find the landlord is entitled to recover the cost for carpet cleaning of **\$126.00.**

With regard to the landlord's claim for cleaning the appliances; I am satisfied from the evidence before me that the tenants failed to leave the appliances reasonably clean as required at the end of the tenancy. I find the landlord has established a claim to recover the cost to clean the appliances of **\$125.94.**

With regard to the landlord's claim for repairs and additional cleaning; I am satisfied from the evidence before me as shown on the condition inspection report that there was some minor damage caused to the unit, above and beyond the damage that was in place at the start of the tenancy. However, without further documentation to determine the extent of the damage to the closet beading and scruff on the walls I am unable to determine that this is more than normal wear and tear. The landlord seeks to recover additional cleaning costs for the bathroom floor, the kitchen counter top and the fan hood. There is insufficient evidence to show that the fan hood was not cleaned when the appliances were cleaned or that the extra cleaning was sufficient to warrant a monetary award being made.

Under the *Act* a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore, the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required and the landlords claim for \$79.54 is dismissed.

As the landlord's claim has merit I find the landlord is entitled to recover the filing fee of **\$50.00** from the tenants pursuant to s. 72(1) of the *Act*.

I Order the landlord to retain the tenants security deposit of **\$337.50** in partial satisfaction of this claim pursuant to s. 38(4)(b) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Unpaid utilities	\$126.56
Carpet cleaning	\$126.00
Appliances cleaning	\$125.94
Filing fee	\$50.00
Less security deposit	(-\$337.50)
Total amount due to the landlord	\$91.00

Conclusion

For the reasons set out above, I grant the landlord a Monetary Order pursuant to Section 67 and 72(1) of the *Act* in the amount of **\$91.00**. This Order must be served on the Respondents and may then be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court if the Respondents fail to comply with the Order. 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: July 15, 2015

Residential Tenancy Branch

