



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award for the cost of repairs and cleaning to the rental unit. The hearing was conducted by conference call. The landlord and her husband called in and participated in the hearing. The tenant attended the hearing. The parties submitted documentary and digital evidence prior to the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for the cost of cleaning and repairs and if so, in what amount?

Background and Evidence

The rental unit is a strata title apartment in Surrey. The tenancy began March 1st, 2011 for a one year term and thereafter month to month. The rent was \$1,500.00, payable on the first of each month. The tenant paid a \$750.00 security deposit before the tenancy began.

The tenant gave notice and moved out on March 31, 2014. The landlord claimed that the rental unit was not properly cleaned at the end of the tenancy and there were several items of damage that required repair or replacement. The landlord claimed the following amounts as set out in her monetary order worksheet:

- IGA Carpet Cleaner: \$52.61
- Home Depot, Closet door master bedroom: \$114.24
- Home Depot, Tile, master bathroom: \$81.35
- (name) Cleaning services: \$150.00
- JNBZ painting repair paint doors & replace tile: \$475.00

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| • JNBZ repair & paint front door: | \$225.00 |
| • Carpet centre: replace carpet, spare bedroom: | \$669.90 |
| • Name tenant's mother: cleaning services: | \$150.00 |
| • Tenant, husband, Cleaning service: | \$300.00 |
| • Notary costs: | \$45.00 |
| Total: | \$2,263.10 |

The landlord's husband, Mr. A.M. testified that On March 31, 2014, the day the tenant moved out, he met with her at the rental unit in the company of prospective tenant. He said that the meeting was arranged to inspect the rental unit with the tenant. Mr. A.M. said that the tenant left the rental unit to take her cleaning supplies to her car and she did not return and did not return the keys. In his testimony, he confirmed the evidence provided in an affidavit submitted as part of the landlord's documentary evidence. He testified that the tenant did not return keys and did not provide a forwarding address. He said that the rental unit was unacceptably dirty. "All walls, corners, edges, doors and baseboards were filthy and required cleaning and painting." The landlord claimed that the carpet in the spare bedroom was so badly stained that it had to be replaced. The landlord said there was a stain on the wall that ran down the wall, over the baseboard and onto the carpet. The landlord said that it appeared to be grease or oil. The closet by the front door contained broken glass and "sludge" from wine or beer bottles. The landlord claimed that the tenant had broken several tiles in the master bathroom and chipped the bedroom closet door so severely that it needed to be replaced. The shower head in the bathroom fell off at a touch and had to be replaced. The landlord said that the front entrance door was damaged and would not close properly. The landlord submitted statements from people who performed cleaning of the rental unit; they attested that the rental unit was unacceptably dirty and in need of cleaning and repairs. The landlord submitted a compact disk containing photographs of the rental unit and invoices and receipts for payments for materials and labour.

The tenant disputed the landlord's claims; she did not agree that she failed to properly clean the unit and she denied that she caused any damage that exceeded normal wear and tear. The tenant said that the tenancy began in March, 2011 and the landlord did not conduct any form of condition inspection when she moved into the rental unit.

The tenant testified that she gave the landlord seven weeks' notice that she intended to move out of the rental unit on March 31, 2014. The tenant disagreed with the evidence given by the landlord's husband concerning the events that transpired on March 31st. The tenant said that she was at the unit finishing her cleaning and packing cleaning

supplies. She was advised by the landlord that her husband would be coming to the rental unit at 12:30 P.M. The tenant decided to wait for him before leaving. He arrived at 1:20 P.M. with the new tenant. The tenant said that Mr. A.M. left the rental unit on two occasions for 10 – 15 minutes, leaving the prospective tenant with her. She showed the new tenant how to turn on the fireplace, turn on the oven cleaner and other matters. The tenant said that she took the last of her cleaning supplies to her car at 2:00 P.M., Mr. A.M. and the new tenant were measuring the doorways to determine how to move large pieces of furniture. The tenant said that she returned to the unit a few minutes later; Mr. A.M. had left and the unit was locked up. She waited for almost 10 minutes but he did not return. The tenant said that her e-mails and messages to the landlord show that the tenant didn't "disappear or abandon the unit.

The tenant testified that she cleaned the unit to an acceptable level. She was not given any opportunity to address the landlord's concerns. She received an e-mail from the landlord in May who suggested that the tenant or her movers may have damaged the front door. The tenant referred to correspondence about past door malfunctions in the building. She said that the week after the new tenant moved in, the next door neighbour accidentally set off the sprinkler system and the ankle deep water in the hallway damaging several doors.

The tenant noted that the landlord did not perform a condition inspection of the rental unit at the beginning of the tenancy. She said that she performed eight hours cleaning the rental unit over several days, including March 31st. The tenant said that the landlord's claim for 24 hours of additional cleaning was not supported by the evidence.

After the tenancy ended the tenant requested the return of her security deposit. It was not returned. The tenant submitted an application for dispute resolution to claim the return of her deposit. In a Residential Tenancy Branch decision dated October 2, 2014, the tenant was awarded \$1,500.00, being double the amount of the deposit. The tenant submitted that the landlord's claim, filed more than eight months after the tenancy ended was an inflated and retaliatory response to the decision in favour of the tenant.

Analysis

The landlord bears the burden of proving, on a balance of probabilities that the tenant caused damage to the rental property exceeding normal wear and tear and that she failed to clean the rental unit to an acceptable standard at the end of the tenancy. The absence of a condition inspection report to document the condition of the unit when the tenancy began is a significant hurdle for the landlord to overcome. This is compounded by the lack of any move-out inspection. I accept the tenant's testimony that she waited

at the rental unit to meet with the landlord's husband on March 31st. I accept and prefer the tenant's evidence that the Mr. A.M. left the unit before her on that day and that there was no attempt to conduct a proper condition inspection on March 31, 2014. The tenancy lasted for three years. The photographic evidence submitted by the landlord is of little assistance in making a determination as to whether or not the depicted defects were caused by the tenant during the tenancy.

The landlord submitted invoices for cleaning by the landlord, her husband and another family member. Other bills, such as an invoice for new carpet, for a door and for some tiles, were dated September, October and November, 2014, more than six months after the tenancy ended. I am unable to attribute these expenses to the tenancy, particularly when it was occupied by a new tenant before these expenses were incurred.

I find that the landlord has failed to prove, on a balance of probabilities that the tenant failed to leave the rental unit acceptably clean , or that she caused any of the damage complained of.

Conclusion

The landlord's application is dismissed without leave to reapply.

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: August 20, 2015

Residential Tenancy Branch

