



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bonavista Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This was the reconvened hearing dealing with the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for compensation for alleged damage to the rental unit and for recovery of the filing fee paid for this application.

This hearing began on June 30, 2015, and dealt only with the tenant's request for an adjournment and the issue regarding service of the landlord's evidence.

An Interim Decision, which was entered on June 30, 2015, should be read in conjunction with this Decision and further, it is incorporated by reference herein.

The parties were informed at the original hearing that the hearing would be adjourned in order allow the tenant to submit responsive evidence to the landlord's application and evidence.

This hearing proceeded on consideration of the landlord's application.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the evidence relevant to the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenant for cleaning and carpet cleaning and to recovery of the filing fee paid for this application?

Background and Evidence

The undisputed evidence showed that this tenancy began on September 1, 2007, ended on October 31, 2014, and that the tenant paid a security deposit of \$402.50, which has been returned to the tenant.

The landlord's monetary claim is \$204.00, comprised of \$120.00 for general cleaning of the rental unit and \$84.00 for carpet cleaning.

Although it appears the landlord may have submitted the contents of their office file on this tenant, the landlord's relevant documentary evidence included, but was not limited to, a move-in and move-out condition inspection report, on the Residential Tenancy Branch ("RTB") standard form, a written tenancy agreement, a security deposit refund statement showing the charges listed above, photographs of the rental unit taken at the end of the tenancy, and a letter to the tenant requesting a copy of the carpet cleaning invoice the tenant stated that he had in his possession.

The landlord's agent, property manager "PS", submitted that he conducted the move-out inspection with the tenant and found that the rental unit had not been cleaned properly by the tenant. PS submitted that there were still boxes left in the rental unit at the time of the inspection, and that as he and the tenant inspected the rental unit, the condition was marked on the report. Some of the items marked showed that walls and windows, floors, the stove/oven, refrigerator, windows, bathroom fixtures, and the patio were dirty and required cleaning. Chips were noted on the kitchen cabinets. Also of note was the state of the carpet, and according to PS, the carpet was dirty, stained, and matted.

PS submitted that the tenant refused to sign the condition inspection report, as he disagreed with PS' assessment of the state of the rental unit. PS also referred to his photographs to support his statements that the rental unit was not left reasonably clean.

The landlord's agent acknowledged that the tenant stated he had a carpet cleaning receipt, but after requesting a copy of the receipt, it has not been provided to the landlord.

Tenant's response-

In response, the tenant disagreed that the rental unit was dirty and that he left the rental unit in clean condition. The tenant disagreed that he had multiple boxes in the rental unit at the time of the inspection, as he had moved out the contents of this rental unit to his new residence the week before the inspection.

The tenant submitted that he had a picture of the carpet cleaner and a receipt for carpet cleaning, which he claimed was previously sent to the landlord in an email. The tenant also stated that he faxed a copy of the carpet cleaning receipt to the RTB during the period of adjournment, but not to the landlord.

I note that this document was not before me and a check of the RTB system does not reflect receipt of any evidence from the tenant.

The tenant disputed the photographs of the landlord, stating that he did not know when these pictures were taken.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result of their actions or neglect, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. In this case, the landlord is the claiming party.

As to the costs claimed by the landlord associated with cleaning and carpet cleaning, Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean and undamaged, less exceptions for reasonable wear and tear.

Additionally Residential Tenancy Branch Policy Guideline 1 suggests that a tenancy of at least 1 year in length requires that the tenant steam clean or shampoo the carpet.

After reviewing the landlord's photographs, I do not accept that the tenant shampooed or steam cleaned the carpet, and further, the tenant's statements that he had a carpet cleaning receipt were not verified by actually submitting the document, either to the RTB or the landlord. The landlord's evidence, and email from the tenant, shows that the tenant again stated he had a receipt, with a response from the landlord requesting a copy. I was not persuaded that the tenant had a carpet cleaning receipt.

I find the landlord submitted sufficient evidence that the tenant failed to properly and reasonably clean the rental unit as noted on the condition inspection report and photographs, which required the landlord to incur costs. I also find it was necessary for the landlord to shampoo the carpet and clean the carpet after the tenant vacated, incurring costs. I find the costs claimed by the landlord to be reasonable and I therefore approve the landlord's monetary claim for cleaning for \$120.00 and carpet cleaning for \$84.00.

I grant the landlord recovery of their filing fee of \$50.00, under authority of section 72(1) of the Act.

Due to the above, I find the landlord is entitled to a total monetary award of \$254.00 against the tenant, comprised of cleaning for \$120.00, carpet cleaning for \$84.00, and recovery of their filing fee for \$50.00.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act in the amount of \$254.00, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord's application for monetary compensation is granted and they have been awarded a monetary order in the amount of \$254.00.

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: September 4, 2015

Residential Tenancy Branch

