



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning and garbage disposal, to replace a television and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. 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 a monetary order for the cost of cleaning and garbage disposal, to replace a television and for the recovery of the filing fee?

Background and Evidence

The tenancy started in July 2014 and ended on August 31, 2014. The rental unit is furnished and comes with sheets, towels, quilts and kitchen equipment. The total rent is \$2,200.00 per month due on the first of each month. The rental unit is shared and the tenant had moved in prior to July 2014. Effective July 01 2014, the tenant started collecting rent from his roommates and paying the entire rent directly to the landlord.

The landlord stated that at the end of tenancy, she found the unit had not been cleaned and had some of the tenant's items left behind. The landlord provided photographs to support her testimony. The tenant argued that some of the photographs were not taken at the end of tenancy and proceeded to explain technical details of the photographs that he had filed into evidence. An example of his explanation is that a photograph that he filed showed a bed with no sheets on it, while the one that the landlord had filed showed an unmade bed with sheets on it. The tenant stated that his photograph was genuine and was date stamped and could not be doctored.

The tenant states that the photographs presented by the landlord were either staged or were taken on July 25, 2014 instead of after the end of tenancy on August 31, 2014. The landlord stated that she took the photographs when she did a walk through after the tenancy in the tenant's absence. In her note dated September 05, 2014 to the tenant she states *"Additionally, you chose to not be available when I viewed the home, though I offered an alternative time"*

The landlord stated that at the end of tenancy she found the television hooked up to multiple pieces of equipment and filed a photograph to support her testimony. The landlord stated that she tried to get the television to work by changing settings and the new tenants told her that they would take care of it. The landlord agreed that she sent a note to the tenant dated September 05, 2014, saying that the television was permanently damaged by a puncture hole in the center of the screen and that she would regard it as wear and tear. However, the landlord stated that she believed that it would work by re-tuning the television, but the new tenants informed her about a week into their tenancy that they could not get the television to work.

The tenant stated that the television did not work from the start of tenancy. The landlord pointed out to a note written by the tenant dated June 27, 2014. The tenant asked that the stove be repaired and that a bike rack be provided by the landlord. The note does not mention that the television is not working. The landlord also stated that she paid the cable bill and would not have provided cable if she was informed that the television was not in operation.

The note dated September 05, 2014, from the landlord also describes the condition of the home as *"....very dirty, appearing to not have been cleaned since you moved in, lots of junk was left, the carpets weren't done or even vacuumed, fridge and stove weren't cleaned and neither was the remaining laundry. The TV was in complete disarray, attached to a sound system and required retuning"*

The landlord stated that she spent 12 hours cleaning the unit and is claiming \$300.00 for the cost of her time and supplies to clean the unit.

The tenant had provided the landlord with an email address to return the deposit to. However, on September 05, 2014, the landlord made a deduction of \$513.60 and returned the balance of \$586.40 to the tenant, with an explanation of the amount retained by her. These parties went to a hearing in response to the tenant's application for the return of double the deposit. During that hearing, the landlord was provided with the mailing address of the tenant which enabled her to make this application to keep all or a portion of the deposit.

The landlord also filed copies of correspondence between herself and the tenant with regard to cleaning. The tenant had attached a copy of his conversation with one of the roommates (KP) who moved out on July 31, 2014 and who promised to have the carpets cleaned. The tenant states in his note that the cleaning was not done but that KP was responsible for the cost of cleaning.

The landlord added that the new tenants agreed to get the cleaning done at a later date. The landlord's photographs confirm that the cleaning was needed. The landlord filed an invoice dated September 20, 2015 which is more than one year after the tenant moved out. The amount of the invoice is \$294.00 but the landlord is claiming \$117.60 towards the cost of cleaning the carpet.

The landlord has filed photographs that show that the tenant left behind garbage bags and several unwanted items. The landlord is claiming \$64.00 for the removal of all items left behind.

The landlord also stated that the tenant did not launder the linen, sheets and towels that were provided during the tenancy. The landlord is claiming \$32.00 for her time to do four loads of laundry.

The landlord is making the following claim:

1.	Replace television	\$259.56
2.	Cleaning	\$300.00
3.	Laundry	\$32.00
4.	Carpet cleaning	\$117.60
5.	Garbage removal	\$64.00
6.	Filing fee	\$50.00
	Total	\$823.16

Analysis

The tenant alleged that the photographs filed into evidence by the landlord were either staged or taken prior to the end of tenancy. The landlord denied the allegations and was emphatic that the photographs were taken after the tenant moved out. In addition as per her note to the tenant, the tenant chose not be available for the final walk through even though he was given the choice of an alternative date. Based on the above, I find on a balance of probabilities that it is more likely than not that the photographs filed into evidence by the landlord were taken after the tenant moved out.

Accordingly I accept the landlord's evidence and this evidence was used in the making of this decision.

1. Replace television - \$259.56

Based on the testimony of both parties and the documents filed into evidence, I find that the landlord initially accepted that the television had permanent damage to it and that she would put it down to wear and tear. Therefore, I find that the tenant is not responsible for the cost of replacing the television.

2. Cleaning - \$300.00

The photographs filed by the landlord indicate that the rental unit was in need of cleaning. I find that the landlord has established her claim of \$300.00

3. Laundry - \$32.00

The landlord stated that the linen was not laundered at the end of tenancy. The tenant stated that the sheets were laundered but agreed that the beds were not made up as required. The tenant also stated that the laundered sheets were placed on the floor. I find that the landlord is entitled \$32.00 for the cost of laundry.

4. Carpet cleaning - \$117.60

The landlord's photographs indicate that the carpets were left dirty. The tenant's evidence also confirms that the carpets were not cleaned but states that the roommate KP was responsible for the cost of cleaning the carpets. Even though the invoice filed by the landlord is dated a year later, the cleaning was done as per the convenience of the new tenants. The landlord is claiming only a portion of the cost. I find that the carpets were left in a dirty condition and therefore the tenant is responsible for the cost of cleaning the carpets. I award the landlord her claim for a portion of the cost of cleaning the carpets.

5. Garbage removal - \$64.00

The photographs filed by the landlord show the presence of garbage bags and items of little to no value strewn through the home. I find that the landlord is entitled to the cost of garbage removal.

6. Filing fee - \$50.00

The landlord has proven most of her claim and therefore she is entitled to the recovery of the filing fee.

Overall the landlord has established the following claim:

1.	Replace television	\$0.00
2.	Cleaning	\$300.00
3.	Laundry	\$32.00
4.	Carpet cleaning	\$117.60
5.	Garbage removal	\$64.00
6.	Filing fee	\$50.00
	Total	\$563.60

The landlord has established a claim for \$563.60. The landlord has in her possession \$513.60 which is the remainder of the deposit after she returned \$586.40 to the tenant. I order that the landlord retain the balance of the security deposit of \$513.60 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$50.00**.

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: February 02, 2016

Residential Tenancy Branch

