



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dole Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The landlord also requested recovery of the filing fee from the tenant. Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on October 1, 2015 and ended on May 31, 2016. The rent was \$820 per month. A security deposit of \$410 was paid at the start of the tenancy. The tenants vacated the rental unit following receipt of a 1 Month Notice to End Tenancy for Cause. The tenants did not dispute the Notice and moved out on the effective date of the Notice which was May 31, 2016.

Condition inspection reports were completed upon move-in and move-out but the landlord testified that the tenant refused to sign the move-out report. According to the landlord, the tenants were supposed to be out of the rental unit by 1:00 p.m. on May 31st but instead were not completely out until later in the afternoon that day. The landlord testified that the tenants had not left themselves adequate time to both remove their belongings and properly clean the unit.

In support of its claim, the landlord submitted the tenancy agreement, condition inspection reports and invoices for work that was required in the unit after the tenants vacated.

The male tenant testified that they were pressed for time on the move-out day but that they left the rental unit “spotless”. The tenant also gave other testimony in response to each aspect of the landlord’s claim. I shall detail that testimony below as I go through each of the landlord’s claims.

Analysis

The landlord has made a monetary claim in the total amount of \$1,481.13 comprised of the following:

Unpaid Rent for June 2016	\$820.00
Drapery Replacement (Valery Black)	\$480.00
Cleaning (Miss Milly House Cleaning)	\$102.38
Carpet Cleaning (Albion Services)	\$78.75
TOTAL	\$1481.13

I shall deal with each claim in turn.

Unpaid Rent (\$820.00) – The landlord is claiming unpaid rent for the month of June 2016 on the basis that the tenants did not make it clear that they were actually going to be moving out of the unit on May 31, 2016 pursuant to the Notice to End Tenancy. The landlord believed that there was a strong possibility that the tenants would not move out and as a result, the landlord did not feel confident that the unit could be rented with certainty to new tenants for June. One of the main reasons the landlord believed the tenants would not vacate on the 31st was due to the fact that an arbitration was apparently scheduled for June 2, 2016. Ultimately, the landlord did not re-rent the unit until July 2016.

In response, the male tenant testified that they had always intended to move out by May 31st and that at no point did they even see that they “had a choice”. The tenant maintained that that they had always planned to leave on May 31st and that the landlord was actually showing the unit to prospective tenants during the month of May. The tenant testified that the landlord showed the unit six or seven times.

The landlord acknowledged that the unit was being shown but that they only showed it twice and that they “had no idea the tenants were going to move.”

Neither of the parties provided any evidence relating to the arbitration that was said to have been set for June 2, 2016.

Based on the information before me, in particular the fact that the landlord was showing the unit during the month of May, I am not satisfied that the landlord has established a claim for the rent for June. The tenant has testified that they always intended to leave and that they did leave. If the landlord had been told by the tenants that they were refusing to leave the result here might be different but that is not the evidence before me. **I therefore dismiss this claim.**

Drapery Replacement (\$480.00) – The landlord has made a claim for replacement of the drapes in the rental unit. After the tenants moved out, some of the drapes in the unit were missing and the landlord testified that when the missing drapes were returned in June, they were damaged from the dry cleaning and stained. The landlord testified that it was necessary to buy a whole new set of drapes for the unit. The landlord provided an invoice from Valery Black for the new set of drapes. The tenant testified that he had removed some of the drapes to get them dry cleaned and that he thought he was doing the right thing to do that. The tenant testified that after the dry-cleaning the drapes did not look damaged or stained to him. The landlord simply responded that they were damaged and that they were stained.

In considering this claim it seems to me that the drapes must have been stained or else they would not have had to be taken to a dry cleaner. However, since the tenant only removed some of the drapes and not all of them, I find, on balance, that the landlord is entitled to half of the amount claimed towards this item. **I find that the tenant is liable for \$240.00 with respect to the drapes.**

Cleaning (\$102.38) – The landlord has claimed \$102.38 for cleaning of the rental unit. The landlord has submitted an invoice in respect of this claim. The tenant claims to have left the rental unit “spotless” but I find that this testimony is not persuasive. The acknowledged evidence is that the tenants were very rushed on the move out day which would lend credibility to the landlord’s claim that the stove, fridge, window tracks, light fixtures and bathroom were not properly cleaned. I also find that the landlord’s claim in this regard is reasonable. **I find that the landlord has established this claim.**

Carpet Cleaning (\$78.75) – The landlord has made a claim for the cost of having the carpets professionally cleaned. The tenant has disputed this claim saying that he did clean the carpets with his parents’ carpet cleaner. The landlord responded to this by pointing out that Section 23 of the tenancy agreement requires professional cleaning of the carpets at the end of the tenancy. The landlord also testified that she personally saw the female tenant spilling water from her fish tank on the carpets while she was in the process of moving out. **On balance, I find that the landlord has established this**

claim. The tenancy agreement calls for a professional cleaning of the carpets, the tenants failed to do this.

Conclusion

Based on the above, I find that the landlord is entitled to a monetary order in the amount of \$421.13.

I further find that, based on the outcome herein, the landlord is entitled to recover half of the filing fee in the amount of \$50.00 from the tenants.

I order that the landlord retain the deposit and interest (\$0.00) of \$410.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$11.13. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: December 12, 2016

Residential Tenancy Branch