



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to retain a portion of the security deposit.

The hearing was conducted via teleconference and was attended by both landlords and the male tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to retain part of the security deposit for cleaning and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlords submitted into evidence a copy of a tenancy agreement signed by the parties on August 14, 2013 for a 1 year fixed term tenancy beginning on September 1, 2013 that converted to a month to month tenancy on September 1, 2014 for a monthly rent of \$1,700.00 due on the 1st of each month with a security deposit of \$850.00 paid. The parties agreed the tenancy ended on October 31, 2016.

The landlords claim the cost of cleaning and cleaning supplies based on the condition of the rental unit at the end of the tenancy. In support of this claim the landlords have provided the following documentary evidence:

- A copy of a listing of tasks required at the end of the tenancy. The landlords indicated that check marks made in green were from the tenant; check marks made in red were from her professional cleaner and black pen was the landlord;
- A copy of a Condition Inspection Report from the start of the tenancy signed by both parties;
- Several photographs recording the condition of the rental unit at the start and end of the tenancy; 3 videos recording the condition at the end of the tenancy; and

- Receipts for cleaning and supplies. Specifically the landlord has submitted a receipt for a cleaner on November 1, 2016 in the amount of \$357.00; another cleaner dated November 1, 2016 in the amount of \$240.00; and 2 receipts for cleaning supplies in the amounts of \$22.38 and \$26.36.

The tenant submitted that at the end of the tenancy they had planned to move out of the rental unit on Saturday October 29, 2016 but that while they were working on moving out he received a call from his mother that his father had been taken to hospital on an emergency basis.

The tenant testified that they had planned to clean up on Sunday, October 30, 2016 but over the course of the next several days they spend a lot of time in and out of the hospitals where his dad was admitted. The tenant submitted that they did the best they could in regard to the cleaning under the circumstances and that he had verbally agreed that the landlord could clean the unit and charge the tenant.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlords' documentary evidence I am satisfied that the tenants failed to complete sufficient cleaning at the rental unit to comply with their obligations under Section 37. I find the landlords' photographic evidence to be most compelling. While I understand the position the tenants were in at the end of the tenancy due to health emergency of the male tenant's father, I find this does not impact the tenants' obligations.

Furthermore, I find the tenant acknowledged, at the end of the tenancy, that the rental unit required cleaning and agreed to pay for the cleaning at that time. I am also satisfied that the landlords' photographic evidence justifies the amount of cleaning that was required. I find the landlords have established the value of the costs for cleaning through the submission of their receipts.

As a result, I find landlords have established the tenants failed to comply with Section 37 of the *Act*, that as a result the landlords suffered a financial loss for the cost of cleaning; and they have established the value of that loss.

Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$745.74** comprised of \$597.00 for cleaning; \$48.74 for cleaning supplies and the \$100.00 fee paid by the landlords for this application.

I order the landlords may deduct this amount from the security deposit of \$850.00 held in satisfaction of this claim. I grant a monetary order to the tenants in the amount of **\$104.26**, for return of the balance of the security deposit. This order must be served on the landlords. If the landlords fail to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be 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: June 07, 2017

Residential Tenancy Branch