



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: MND MNDC MNR MNSD MNR OPB FF
Tenant: MNDC MNSD FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Landlord’s Application is dated April 5, 2017 (the “Landlord’s Application”). The Landlord applied for the following relief pursuant to the *Act*:

- a monetary order for compensation for damage to the unit, site or property;
- a monetary order for money owed or compensation for damage or loss;
- a monetary order for unpaid rent or utilities;
- an order allowing the Landlord to retain all or part of the security deposit or pet damage deposit in partial satisfaction of the Landlord’s claim;
- an order of possession for breach of an agreement; and
- an order granting recovery of the filing fee.

The Tenants’ Application was received at the Residential Tenancy Branch on April 6, 2017 (the “Tenants’ Application”). The Tenants applied for the following relief pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlord return all or part of the security deposit or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on his own behalf. The Tenants were represented at the hearing by D.S. Both parties attending provided a solemn affirmation.

The Landlord testified the Landlord’s Application package, including documentary and digital evidence, was served on the Tenant by registered mail on April 10, 2017. The Tenant acknowledged receipt. On behalf of the Tenants, D.S. testified that the Tenants’ Application package, which included documentary evidence, was served on the Landlord by registered mail on April 6, 2017. The Landlord acknowledged receipt.

No issues were raised with respect to service or receipt of the above documents. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for compensation for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
3. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
4. Is the Landlord entitled to an order allowing them to retain all or part of the security deposit or pet damage deposit in partial satisfaction of the Landlord's claim?
5. Is the Landlord entitled to an order of possession?
6. Is the Landlord entitled to an order granting recovery of the filing fee?
7. Are the Tenants entitled to a monetary order for money owed or compensation for damage or loss?
8. Are the Tenants entitled to an order that the Landlord return all or part of the security deposit or pet damage deposit?
9. Are the Tenants entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord submitted a copy of the tenancy agreement into evidence. It confirmed a fixed-term tenancy began on June 10, 2016, and ended when the Tenants vacated the rental unit on February 28, 2017. During the tenancy, rent in the amount of \$1,100.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$550.00, which the Landlord holds.

The Landlord's claim for \$570.71 was for losses incurred to clean the rental unit at the end of the tenancy, and for unpaid utilities. D.S. agreed with the bulk of the Landlord's claim, disagreeing only with the amount claimed for labour to clean the rental unit. The Landlord claimed \$385.00 (11 hours x \$35.00 per hour) to clean the bathroom, kitchen cabinets, the entry door, floors and walls, the oven, the refrigerator, and windows. The Landlord submitted a number of photographic images in support. D.S. suggested a more appropriate amount for labour would be \$150.00.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

In this case, I find the amount claimed by the Landlord for labour to clean the rental unit to be excessive. The photographic images submitted into evidence confirm the need to clean. However, I find a more reasonable rate would be \$20.00 per hour. Accordingly, I grant the Landlord a monetary award of \$220.00 for labour to clean the rental unit.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to recover \$405.71 from the Tenants for expenses related to cleaning the rental unit. The Landlord is also entitled to recover the \$100.00 filing fee. I order that \$505.71 may be deducted from the security deposit held by the Landlord, and that the balance of \$44.29 must be returned to the Tenants immediately.

As the Tenants vacated the rental unit on February 28, 2017, it is not necessary for me to consider the Landlord's request for an order of possession.

With respect to the Tenants' claim for double the amount of the security deposit, the parties confirmed the Landlord received the Tenants' forwarding address in writing on March 21, 2017. The Landlord applied for dispute resolution on April 5, 2017, in accordance with section 38 of the *Act*. Having done so, the Tenants are not entitled to receive double the amount of the security deposit as claimed. Accordingly, the Tenants' Application is dismissed.

Conclusion

The Tenants are granted a monetary order in the amount of \$44.29. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 5, 2017

Residential Tenancy Branch