



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

On June 26, 2017, the Landlords submitted an Application for Dispute Resolution to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlords and Tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties confirmed that they have exchanged the documentary evidence that I have before 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

- Are the Landlords entitled to keep the security deposit in satisfaction for damage to the rental unit?
- Are the Landlords entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on June 15, 2016. The Tenant was to pay the Landlord monthly rent of \$1,100.00 by the first day of each month. The Tenant paid the Landlord a security deposit of \$550.00. The Landlord provided a copy of the tenancy agreement.

The Tenant moved out of the rental unit on June 14, 2017.

The Landlord testified that the Tenant left the rental unit unclean at the end of the tenancy. The Landlords are seeking compensation in the amount of \$550.00 for cleaning costs.

The Landlords submitted that the Tenant hired a cleaner to clean the unit but the unit was still dirty at the end of the tenancy and the Landlords needed to clean the entire house. The Landlords testified that they cleaned the kitchen and bathroom. The Landlord testified that the light fixtures needed cleaning and the grout in the bathroom needed to be cleaned and resealed because of mould growth. The Landlord provided 16 black and white copied photographs taken of the rental unit at the end of the tenancy.

The Landlords testified that the tenancy agreement has a clause regarding mould. The Landlord testified that the Tenant failed to advise them that there was a mould problem in the bathroom. The Landlords testified that the bathroom has a window that can open and an exhaust fan for ventilation.

The Landlord testified that he conducted a move in inspection and a move out inspection with the Tenant. The Landlord provided a copy of a Condition Inspection Report that is signed by the Landlord and Tenant. The Tenant agreed with the condition of the unit at the start of the tenancy, but did not agree that the report fairly represents the condition of the unit at the end of the tenancy.

The Landlord testified that prior to the end of the tenancy; he had concerns about the cleanliness of the kitchen and bathroom of the unit. The Landlord provided a copy of a letter sent to the Tenant dated May 5, 2017, regarding the condition of the unit.

The Landlord testified that he spent 8 hours cleaning the rental unit and an additional 10 hours cleaning the bathroom. The Landlord is seeking \$30.00 per hour for his labour cost to clean the rental unit.

In response, the Tenant testified that he assumed the cleaning of light fixtures was the responsibility of the Landlord. The Tenant testified that he did not do any cleaning; however, he hired two individuals to come into the unit and clean. He testified that his cleaners spent half a day Saturday and half a day Sunday cleaning. He testified that he was at work when the cleaners did the cleaning.

The Tenant testified that the rental unit was cleaned to a reasonable standard. The Tenant testified that he left a few items behind to pick up after the walk through inspection and he took them with him when he left.

The Tenant testified that he took photographs of the rental unit on June 19, 2017, and he provided photographs that he indicates show the bathroom is clean. The Tenant testified that the bathroom had a window and vent and that he kept the fan on. The Tenant provided 13 black and white photocopied photographs of the bathroom and window.

The Tenant testified that the window in the bathroom is a type of window that attracts moisture and mould. He testified that he did not notify the Landlord about mould. He testified that he occasionally wiped the mould.

Analysis

Section 21 of the Residential Tenancy Regulation states:

in dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question.

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.

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

Cleaning

I accept the Tenants testimony that he would occasionally wipe the mould from the bathroom window. I find that the Tenant was responsible to clean the mould or report the mould growth to the Landlord if there was an issue with ventilation or the window.

I find that the Tenant is responsible for the Landlords costs to clean the bathroom. The Tenant acknowledged that there was mould growth that stemmed from his use of the bathroom and the Landlord's photographic evidence shows dark areas of mould on the window frames and tile. The Tenant's photographs are too dark to show any detail and I find they have no probative value. I find that the Condition Inspection Report shows that the bathroom was in a clean condition at the start of the tenancy. I grant the Landlord compensation of \$300.00 for the cleaning of the bathroom and \$11.24 for the cleaning supplies.

I grant the Landlord \$60.00 for the cleaning of the light fixtures. The remainder of the Landlord's claim for the cleaning of the unit is dismissed. The Landlord has provided insufficient evidence to establish that the rest of the rental unit was not clean to a reasonable standard.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was partially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

The Landlord has established a monetary claim in the amount of \$471.24 for cleaning costs and the filing fee. I authorize the Landlord to withhold \$471.24 from the security deposit of \$550.00.

I order the Landlords to return the balance of the deposit in the amount of \$78.76 to the Tenant. I grant the Tenant a monetary order in the amount of \$78.76. The order must be served on the Landlords and may be enforced in the Provincial Court.

Conclusion

The Landlords have established a monetary claim in the amount of \$471.24 for cleaning costs and the filing fee. I authorize the Landlords to withhold \$471.24 from the security deposit of \$550.00.

I order the Landlords to return the balance of the deposit in the amount of \$78.76 to the Tenant. I grant the Tenant a monetary order in the amount of \$78.76. The order must be served on the Landlords and may be enforced in the Provincial 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: January 3, 2018

Residential Tenancy Branch