



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

On August 9, 2017, the Landlord submitted an Application for Dispute Resolution seeking compensation against the Tenant for cleaning costs; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. The Tenant was assisted by legal counsel Mr. E.M. At the start of the hearing I introduced myself and the participants. The parties testified that they have exchanged the documentary evidence that is before me. 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.

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

- Is the Landlord entitled to compensation for cleaning the rental unit?
- Is the Landlord entitled to retain the security deposit?

Background and Evidence

The parties testified that the tenancy commenced on July 1, 2015. The Tenant paid the Landlord monthly rent in the amount of \$383.00. The Tenant paid the Landlord a security deposit of \$175.00. The Landlord provided a copy of the tenancy agreement.

The Tenant testified that she gave written notice to end the tenancy on May 23, 2017, and moved her belongings out of the rental unit on June 17, 2017. She testified that she did not return the unit keys to the Landlord until June 30, 2017.

The Landlord testified that after the Tenant moved out the rental unit required further cleaning. The Landlord is requesting compensation in the amount of \$645.00 for the following items:

Cleaning costs	\$465.00
Carpet cleaning	\$75.00
Blinds	\$80.00
Light bulbs and Laundry card	\$25.00

The Landlord submitted a document which provides a breakdown of how they determine costs for cleaning areas within a rental unit. The document provides a scale of costs that the Landlord applies if they are required to clean areas of a unit. The scale of costs provides a minimum and a maximum amount to be charged.

Cleaning costs

The Landlord is seeking compensation for the following areas and is claiming the following amounts:

<u>Area</u>	<u>Scale</u>	<u>Cost charged to Tenant</u>
Bathroom	\$40.00 - \$100.00	\$40.00
Fridge	\$30.00 - \$100.00	\$50.00
Kitchen	\$50.00 min charge	\$50.00
Light fixtures	\$25.00 per fixture	\$75.00
Stove	\$50.00 - \$100.00	\$75.00
Walls /ceiling	\$100.00 - \$300.00	\$100.00
Windows/ patio door	\$25.00 each	\$75.00
Carpet	\$75.00 - \$150.00	\$75.00
Window Covering	\$40.00 - \$100.00	\$80.00
Bulbs	\$10.00 – \$30.00	\$20.00
Laundry card	\$5.00	\$5.00
Keys	Main \$40.00 / Suite \$30.00	\$40.00 and \$30.00

The Tenant's lawyer questioned the Landlord on the actual amount of time it took to clean specific items in the rental unit.

The Landlord's caretaker Mr. M.D. responded that he cleaned the rental unit at the end of the tenancy and he charges \$20.00 per hour for cleaning. Mr. M.D. testified that it took him 2 hours to clean the bathroom and 1.5 hours to clean the fridge. He testified that he spent 5 hours cleaning the walls.

Mr. M.D. did not provide the amount of time it took to clean the light fixtures or windows, kitchen, or stove. He testified that he charged the amount indicated on the scale of costs document for cleaning these items.

The Tenant testified that she left the unit in the exact same condition as when she moved in. She testified that the unit was clean when she moved out.

Carpet Cleaning

The Landlord testified that the carpet in the unit was dirty at the time of the move out. The Landlord testified that their maintenance person used their carpet cleaning machine to clean the carpet. The Landlord estimated the square footage to be 375 to 400 square feet.

The Tenant testified that she informed the Landlord that she had cleaned the unit. The Tenant's testimony was silent on whether or not she had the carpets cleaned prior to moving out. The Tenant did not provide any documentary evidence indicating that she had the carpet cleaned prior to moving out.

Blinds

The Landlord testified that the plastic vertical blinds needed to be cleaned and that the blind was removed and placed into a tub for scrubbing. The Landlord is seeking \$80.00 for the cost of removal, cleaning, and reinstallation. The Landlord has included the cost to replace a missing pull chain. Mr. M.D. testified that he spent 4.5 hours cleaning the blinds.

The Tenant's testimony was silent on whether or not she cleaned the blinds; however, she testified that there was no chain on the blind when she moved in.

The Landlord replied that the condition inspection report shows that the blinds were satisfactory at the start of the tenancy which indicates the chain was present at that time.

Light Bulbs

The Landlord is seeking \$20.00 for the replacement of two compact fluorescent bulbs and \$5.00 for a laundry card. The Landlord testified that the bulbs needed to be replaced in the kitchen and entry hall. The Landlord testified that the Tenant was given a laundry card at the start of the tenancy and the card was not returned.

The Tenant's counsel asked the Landlord whether the tenancy agreement states that laundry card must be returned. The Landlord testified that they issue a laundry card for free but they expect it back at the end of the tenancy. The Tenant's counsel submitted that there is no requirement for the Tenant to return the card.

The Tenant testified that she had more than one laundry card because she purchased an additional laundry card. The Tenant did not respond the Landlord's testimony regarding the replacement of light bulbs.

Move Out Inspection

The Landlord testified that the Tenant failed to participate in a move out inspection of the rental unit. The Landlord testified that the Tenant moved out of the unit on June 17, 2017; however, a move out inspection was not completed at that time. The Landlord submitted that the Tenant still had possession of the keys and would not return them until the end of the month. The Landlord submitted that she pointed out deficiencies that that needed further cleaning.

The Landlord provided a copy of a move out inspection reminder notice dated June 12, 2017, posted on the Tenant's door suggesting a move out inspection date for June 30, 2017, and requesting the Tenant to confirm the date and time. The Landlord submitted that they not hear back from the Tenant and the Tenant did not participate in a move out inspection.

The move out checklist document provided by the Landlord indicates that the Tenant handed in all keys to the unit at the office on June 30, 2017, but did not sign or show up for the move out inspection.

The Landlord provided a copy of a condition inspection report indicating the parties participated in a move in inspection in June 2015. The Landlord completed a move out inspection on June 30, 2017. The report indicates that the Tenant was not present for

the move out inspection. The report indicates there are areas in the unit which required further cleaning on June 30, 2017.

The Tenant confirmed that she received the move out reminder notice posted to her door but she indicates other arrangements were made to inspect the unit on June 22, 2017. She submitted that the Landlord looked around and told her the place looked good. She submitted that the Landlord was not filling out any inspection document at the time.

The Tenant submitted that she was never notified to return for another inspection. The Tenant submitted that she did not return the keys for the unit to the Landlord until June 30, 2017.

Security Deposit

The Landlord made application to keep the security deposit on August 9, 2017. The Landlord received the Tenant's forwarding address on July 26, 2017.

The Tenant testified that she sent her forwarding address in writing to the Landlord on July 24, 2017. The Tenant returned the keys to the rental unit to the Landlord on June 30, 2017.

Analysis

Sections 23 and 35 of the Act states that a Landlord and Tenant together must inspect the condition of the rental unit on the day the Tenant is entitled to possession of the rental unit, and at the end of the tenancy before a new tenant begins to occupy the rental unit.

Section 24 of the Act states that the right of a Tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the landlord has provided 2 opportunities for inspection, and the Tenant has not participated on either occasion.

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.

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 of the parties, and on a balance of probabilities, I find as follows:

Move Out Inspection

I find that the Landlord provided the Tenant an opportunity for a move out inspection and the Tenant did not respond. I do not accept the Tenant's submission that the Landlord performed a move out inspection and told her everything looks ok. I prefer the evidence from the Landlord that she pointed out deficiencies to the Tenant so they could be cleaned. I find that because the Tenant declined to hand over the keys to the rental unit until the end of the month, it is not reasonable to accept that the Landlord performed a move out inspection on June 17th or June 22nd. The Tenant did not give up her access to enter and use the rental unit June 30, 2017.

I find that the Tenant did not respond to the Landlords notice requesting a move out inspection for June 30, 2017. The Tenant returned the keys to the unit on June 30, 2017, but did not participate in any inspection. As such, I find that pursuant to section 24 of the Act the Tenant did not participate and has extinguished the right to the return of the security deposit.

Carpet Cleaning

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

The Tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

I find that the Tenant lived in the rental unit for more than one year and is responsible for the steam cleaning of the carpet at the end of the tenancy. I accept the Landlord's evidence that they cleaned the carpet. I find that the Landlord's claim for \$75.00 is a

reasonable cost for cleaning the carpet. I award the Landlord \$75.00 for the cost of the carpet cleaning.

Blinds

I accept the Landlord's testimony that cleaning the blinds is labour intensive and it took over four hours for the cleaning of the blinds. The Tenant did not specifically testify that she had cleaned the blinds at the end of the tenancy. I award the Landlord \$80.00 for the cleaning of the blinds and the missing chain.

Light Bulbs

I grant the Landlord \$20.00 for the missing light bulbs. I accept the Landlord's testimony that two light bulbs were missing. The Condition Inspection Report completed on June 30, 2017, indicates that two bulbs were missing at the end of the tenancy. The Tenant did not provide testimony in response to this claim.

While I find that the tenancy agreement does not specifically state that the Tenant is required to return the laundry card, I accept the testimony from the Landlord that the laundry card was issued for the Tenant's use at the start of the tenancy. I find that it is reasonable for the Landlord to expect the Tenant to return the laundry card at the end of the tenancy. I accept the testimony that the card was not returned and I grant the Landlord \$5.00 for the cost of a replacement card.

Keys

The Landlord's move out procedure checkout document they submitted indicates the Tenant handed in all keys at the office. The Tenant testified that she handed in her keys on June 30, 2017. I find that the Tenant returned all the keys. The Landlord's claim for \$70.00 for the cost of replacement keys is dismissed.

Landlord's Scale of Costs Document

I do not find that it is reasonable for the Landlord to charge a minimum amount for cleaning specific items in the rental unit. Having to clean a rental unit is not an opportunity to make a profit. For any compensation awarded, 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 Landlord testified that he charges \$20.00 per hour for cleaning costs. I find that the claims for compensation for cleaning light fixtures; windows; kitchen; and stove are unreasonable as the amounts claimed do not appear to reflect the actual effort for the cleaning. The Landlord did not provide the actual amount of time it took to clean these items. I find that it is not reasonable to charge the Tenant for almost four hours of effort to clean three light fixtures. I find it is not reasonable to charge the Tenant for almost four hours to clean three windows. The Landlord did not clarify how long it took him to clean the kitchen or stove. Based on the Landlord's submission that he charges \$20.00 per hour to clean a unit, I find it reasonable to award the Landlord the following amounts:

- Light fixtures \$20.00
- Windows \$20.00
- Kitchen \$20.00
- Stove \$40.00

The Condition Inspection Report indicates the Bathroom needed cleaning at the end of the tenancy and the Landlord testified that he spent 2 hours cleaning the bathroom. I grant the Landlord \$40.00 for the cost to clean the bathroom.

I grant the Landlord compensation in the amount of \$470.00 as follows:

<u>Area</u>	<u>Scale</u>	<u>Cost charged to Tenant</u>
Bathroom	\$40.00 - \$100.00	\$40.00
Fridge	\$30.00 - \$100.00	\$50.00
Kitchen	\$50.00 min charge	\$20.00
Light fixtures	\$25.00 per fixture	\$20.00
Stove	\$50.00 - \$100.00	\$40.00
Walls /ceiling	\$100.00 - \$300.00	\$100.00
Windows/ patio door	\$25.00 each	\$20.00
Carpet	\$75.00 - \$150.00	\$75.00
Window Covering	\$40.00 - \$100.00	\$80.00
Bulbs	\$10.00 – \$30.00	\$20.00
Laundry card	\$5.00	\$5.00
Keys	Main \$40.00 / Suite \$30.00	\$0

I authorize the Landlord to keep the security deposit of \$175.00 in partial satisfaction of the Landlord's monetary award.

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 mostly successful with their application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

After setting off the security deposit of \$175.00 against the award of \$470.00 and the \$100.00 filing fee, I find that the Tenant owes the Landlord \$395.00.

I grant the Landlord a monetary order in the amount of \$395.00. The order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

I find that the Tenant owes the Landlord the amount of \$395.00 for the costs of cleaning the rental unit. I grant the Landlord a monetary order in the amount of \$395.00. The order must be served on the Tenant 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: March 7, 2018

Residential Tenancy Branch