



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

This is an application brought by the Landlord requesting a monetary order in the amount of \$525.00, and requesting recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

The parties agree that a security deposit of \$487.50 was paid on July 13, 2016.

The parties agree that this tenancy began on August 1, 2016 and ended on July 31, 2017.

The landlord testified that at the end of the tenancy the rental unit appeared to have not been cleaned at all, and the respondents co-tenant signed the moveout inspection report where it states “the unit needs to be cleaned all areas”.

Landlord further testified that they had difficulty finding a cleaning company as it was a long weekend, however they eventually found someone who is able to do the cleaning at a cost of \$210.00.

Landlord further testified that at the end of the tenancy they found that there was a large gouge in the hardwood flooring and although it has not yet been repaired, they have an estimate to have the repair done at a cost of \$315.00. The moveout inspection report, which was signed by the respondents co-tenant, also mentioned the gouge in the hardwood floor.

Landlord further testified that he had previously attempted to resolve the issue with the respondent, at a lower amount, however the respondent rejected the offer, and subsequently rejected in even lower offer, and therefore he decided to get the unit cleaned and get a professional estimate for the repair, and that is now what he is claiming.

The applicant is therefore requesting a monetary claim as follows:

Cleaning costs	\$210.00
Floor repair/estimate	\$315.00
Filing fee	\$100.00
Total	\$625.00

In response to the landlord's testimony the tenant testified that he does not believe the landlord's claim for cleaning is reasonable as he believes the rental unit was left reasonably clean.

The respondent further testified that he was not present during the moveout inspection, as it was his co-tenant that participated, and therefore he was not clear on what was put on the moveout inspection report.

The respondent further testified that he did reject the landlord's offers to settle the dispute, however he was not clear on the amount to be paid because the landlord kept changing the amount in those settlement offers. He felt that he did not have the proper information to make a decision on accepting the landlord's settlement offer.

The respondent further testified that he did get a little aggressive in his response to the landlord, however that was because he thought the landlord was trying to take advantage of him.

The respondent further testified that he also believes that the cleaning cost is excessive, because the landlord used a commercial cleaning company, and he believes the rates are quite high.

In response to the tenant's testimony the landlord testified that the only reason that the amount he was claiming against the tenant changed, was he reduced the amount to try and settle the issue and not have to go to arbitration. The tenant rejected all his offers and therefore he had no option other than to file a claim for dispute resolution.

Landlord further stated that he had difficulty finding a cleaning company as it was a long weekend, and that was his actual cost to have the unit cleaned.

Analysis

It is my decision that I will allow the full amount claimed by the landlord. I understand that the landlord had offered to settle for a lower amount, however the respondent rejected those offers, and therefore it was reasonable for the landlord to claim actual cleaning costs, and to get an actual estimate for the repair of the hardwood floor.

The tenant claims it he rejected the offers as he didn't feel he had enough information to accept the offers at the time, as he did not participate in the moveout inspection, however his co-tenant did participate, and did sign off on the moveout inspection report, that clearly states that the unit needs cleaning and the hardwood floor needs repairing.

It is also my decision that it was reasonable for the landlord to hire a professional cleaning company to attempt to get the rental unit cleaned and ready for renting as soon as possible, and mitigate any possible loss of rental income.

It is also my decision that I accept the estimate from the flooring repair company to be an actual and reasonable estimate to repair this floor.

Having allowed the full claim, I also allow the request for recovery of the \$100.00 filing fee.

Conclusion

Pursuant to section 62 of the Residential Tenancy Act I have allowed the landlord's full claim of \$625.00, and I therefore order, pursuant to section 38 of the Residential Tenancy Act, that the landlord may retain the full security deposit of \$487.50, and, pursuant to section 67 and 72 of the Residential Tenancy Act, I have issued a Monetary Order for the respondent to pay \$137.50 to the applicant.

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 12, 2018

Residential Tenancy Branch