



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This decision pertains to the Landlord's application for dispute resolution made on May 14, 2018, under the *Residential Tenancy Act* (the "Act"). The Landlord seeks a monetary order for damage, and, a monetary order for recovery of the filing fee.

The Landlord and Tenant attended the hearing before me and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The parties did not raise any issues of service.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issues of this application is considered in my decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage?
2. Is the Landlord entitled to a monetary order for recovery of the filing fee?

Background and Evidence

The Tenant entered into a one-year fixed-term tenancy commencing August 1, 2017, and the parties mutually ended the tenancy on April 30, 2018. Monthly rent was \$1,850.00, and the Tenant paid a security deposit of \$925.00 and a pet damage deposit of \$925.00. The Landlord currently retains \$239.76 of the Tenant's security deposit. The Landlord submitted into evidence a copy of a written tenancy agreement along with an Addendum (both of which I refer to as the "Agreement").

The Landlord completed an condition inspection report upon the tenancy starting, and a

final condition inspection report on May 1, 2018. The Landlord testified that an inspection was originally scheduled for 4:00 p.m., but the Tenant did not attend. Being uncertain as to whether the Tenant would attend, the Landlord took several photographs of the rental unit, which were submitted into evidence. The photographs depict various dog-hair covered carpets, some sort of liquid stains on various walls and doors, and a photograph of a lawn with some brown patches.

The Tenant and Landlord ended up doing the inspection later that day at 7:45 p.m. Within the condition inspection report, the Tenant provided a signed, written agreement whereby the Landlord could deduct from her security deposit for “costs of – cleaner for light cleaning” and for carpet cleaning “pending receipt of professional carpet cleaning.” The Tenant later contacted the Landlord and said that she no longer agreed to the deductions.

The Landlord testified that her claim is based on costs related to (1) cleaning the rental unit, (2) carpet cleaning, and (3) lawn repair. The Landlord submitted copies of receipts related to these three items. The condition inspection report indicates many comments regarding the cleanliness of the rental unit, but there is no reference to the lawn.

The Tenant testified that the Agreement requires “the house is to be cleaned professionally including the carpets,” and that she hired a professional cleaner. That some professional cleaners do a better or worse job than others, however, should not be the Tenant’s fault, she submitted. However, she admitted that the “professional cleaners [she hired] didn’t do a very good job.” Regarding the lawn, the Tenant testified that it was already in bad shape when she moved in, and that she should not have to pay for repairs to the lawn.

The Tenant argued that the photographs submitted by the Landlord could have been taken at any time, and that no photographs were taken at the start of the tenancy.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

The Landlord seeks a monetary order for compensation for cleaning costs and lawn repair. The purpose of compensation is to put the person who suffered the damage or

loss into the same position as if the damage or loss never occurred. The party claiming compensation must provide evidence establishing they are entitled to compensation.

In determining whether compensation is due, I must determine whether:

1. a party to the tenancy agreement failed to comply with the Act, regulation, or tenancy agreement;
2. loss or damage resulted from their non-compliance;
3. the party who suffered the damage or loss can prove the amount or value of the damage or loss; and,
the party who suffered the damage or loss has acted reasonably in minimizing their damage or loss.

Section 37(2)(a) of the Act states that when a tenant vacates a rental unit, they “must leave the rental unit reasonably clean, and undamaged except for reasonably wear and tear.” The evidence presented by the Landlord clearly demonstrates that the rental unit was not left reasonably clean. The condition inspection report’s many comments upon move-out indicate that the rental unit and the carpets needed to be cleaned. The Landlord testified that the rental unit needed to be cleaned. The Tenant testified that while they hired a professional cleaner, they did not do a very good job.

The Tenant signed a written agreement within the condition inspection report whereby the Landlord could retain a portion of the security deposit for cleaning and carpet cleaning. Based on the entirety of the evidence presented by both parties, I find that the Tenant failed to comply with the tenancy agreement, and the Landlord incurred monetary loss from that non-compliance.

The Landlord submitted into evidence a Monetary Worksheet and receipts for the costs of cleaning (\$125.00), including a letter from the cleaning company detailing the cleaning, and, for carpet cleaning (\$120.75). I am satisfied based on the evidence that the Landlord incurred costs of \$245.75. I also find that the Landlord acted reasonably in minimizing their loss by having the rental unit cleaned relatively soon after vacancy.

Given the above, and taking into consideration the oral and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the Landlord has met the onus of proving their claim regarding cleaning and carpet cleaning costs in the amount of \$245.75.

Regarding the Landlord’s claim for lawn repair costs, I have no evidence before me that the lawn, as depicted in the photograph, was in better or worse condition at the start of

the tenancy. There is nothing in either condition inspection report referring to the lawn. Further, while the Agreement refers to the Tenant's obligation to repair the yard for any damage caused by the dog, and an obligation to water and mow the lawn, I am not satisfied based on the evidence that the Tenant failed to comply with the Agreement as it relates to the lawn. As such, I dismiss that aspect of the Landlord's claim.

The Landlord is entitled to a monetary award of \$100.00 for recovery of the filing fee, as they were mostly successful in their claim.

For the reasons set out above, I find that the Landlord is entitled to a monetary award in the amount of \$345.75. Further, I order that the security deposit held (\$239.76) be applied to the award granted to the Landlord, pursuant to section 72 of the Act.

The Landlord is entitled a monetary order in the amount of \$105.99.

Conclusion

Pursuant to section 67 of the Act, the Landlord is granted a monetary order in the amount of \$105.99. This order must be served on the Tenant and 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 Act.

Dated: July 11, 2018

Residential Tenancy Branch