



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

On May 17, 2018, the Landlord applied for a dispute resolution proceeding seeking a Monetary Order for unpaid rent pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking a Monetary Order for compensation due to yard care and cleaning pursuant to Section 67 of the *Act*, and seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*. The Landlord is also seeking to recover the filing fee pursuant to Section 72 of the *Act*.

C.L. attended the hearing as the agent for the Landlord. Neither Tenants attended the hearing. C.L. provided a solemn affirmation.

C.L. confirmed that she served both Tenants with separate Notice of Hearing packages and evidence by registered mail and she provided receipts corroborating this. As such, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were deemed to have received the respective Notice of Hearing packages and evidence.

I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary award for compensation for unpaid rent pursuant to Section 67 of the *Act*?
- Is the Landlord entitled to a monetary award for compensation for yard care and cleaning of the rental unit pursuant to Section 67 of the *Act*?
- Is the Landlord entitled to apply the security deposit towards this debt pursuant to Section 72 of the *Act*?

- Is the Landlord entitled to recover the filing fee pursuant to Section 72 of the *Act*?

Background and Evidence

C.L. stated that the tenancy started on May 1, 2017 and the Tenants were supposed to vacate the rental unit on April 30, 2018; however, the tenancy ended when the Tenants vacated the rental unit on May 4, 2018. Rent was established at \$2,400.00 per month, due on the first day of each month. A security deposit of \$1,200.00 was paid.

A move-out inspection report was conducted with the Tenants on May 4, 2018 and the Tenants provided a forwarding address in writing on this report.

C.L. is claiming \$315.60 for unpaid rent as the Tenants occupied the rental unit for four extra days in May 2018. She calculated this amount as the cost of rent at \$2,400.00 per month multiplied by 12 months, then divided by 365 days in the year, and then she multiplied that total by four days.

C.L. is also claiming \$115.00 for yard care as the Tenants did not maintain the yard as required. She submitted into evidence pictures of the condition the yard was left in at the end of the tenancy and she provided an invoice for the cost of subsequently cleaning up the yard.

C.L. is also claiming \$495.00 for cleaning of the interior of the rental unit. She provided a move-in and move-out inspection report that the Tenants participated and then signed agreeing to the condition of the premises during each inspection. The move-out inspection report indicated that there were a substantial number of deficiencies in the rental unit and that there were many rooms that were left in a dirty condition that all required cleaning. C.L. referred to her written submissions of an invoice for a cleaning company, and she explained that three cleaners spent five and a half hours each cleaning the premises. The total cost of cleaning came to \$495.00.

Even though the Tenants signed agreeing to the state of the rental unit in the move-out inspection report, the Tenants did not authorize in writing any deductions from the security deposit. As such, C.L. made this Application on May 17, 2018 to seek compensation for these claims against the Tenants' security deposit.

Analysis

When establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

The first issue I will address is with respect to C.L.'s claim for the Tenants overholding. The undisputed evidence before me is that the Tenants occupied the premises until May 4, 2018. As such, I am satisfied that the Landlord substantiated a claim of \$315.60 for the cost of overholding in the rental unit. Consequently, I grant the Landlord a monetary award in the amount of **\$315.60**.

With respect to the Landlord's request for compensation for yard cleanup, the undisputed evidence before me is that the Tenants were responsible for maintenance of the yard and that they signed agreeing to the condition of the exterior yard at the end of tenancy. C.L. provided a receipt for a company that outlined the labour costs required to rectify this situation. As such, I am satisfied that the Landlord substantiated a claim of \$115.00 for the cost of yard maintenance. Consequently, I grant the Landlord a monetary award in the amount of **\$115.00**.

With respect to the condition of the premises at the end of the tenancy, the undisputed evidence before me is that there were areas of the rental unit that required cleaning and that the Tenants signed agreeing to this assessment. C.L. provided a receipt for a cleaning company that outlined the labour costs required to rectify this situation. Based on the noted condition of the rental unit and the invoice outlining the general cleaning required, I am satisfied that the Tenants are responsible for the \$495.00 cost required to return the rental unit to a re-rentable state. As such, I am satisfied that the Landlord substantiated a claim for the cost of cleaning the rental unit and I grant the Landlord a monetary award in the amount of **\$495.00**.

As C.L. was successful in her claim, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain a portion of the security deposit in satisfaction of the debt outstanding.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Tenants a Monetary Order as follows:

Calculation of Monetary Award Payable by the Landlord to the Tenant

Item	Amount
Rent due to overholding	-\$315.60
Yard care	-\$115.00
Cleaning of the rental unit	-\$495.00
Recovery of Filing Fee	-\$100.00
Security Deposit	\$1,200.00
Total Monetary Award	\$174.40

Conclusion

The Tenants are provided with a Monetary Order in the amount of **\$174.40** in the above terms and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that 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: July 31, 2018

Residential Tenancy Branch