



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution filed on September 18, 2018 wherein the Landlord sought monetary compensation from the Tenant for the cost of cleaning of the rental unit and recovery of the filing fee.

Only the Landlord's representative, D.S., called into the hearing. She gave affirmed testimony and as provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 1:50 p.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. D.S. testified that they served the Tenant with the Notice of Hearing and the Application on September 20, 2018 by registered mail. She also confirmed that according to the tracking information provided online, the Tenant retrieved the package on September 24, 2018. I accept the Landlord's undisputed testimony in this regard and find the Tenant was duly served as of September 24, 2018 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

D.S. confirmed her email addresses during the hearing as well as her understanding that this Decision and any applicable Orders would be emailed to them.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation for cleaning of the rental unit?
2. Should the Landlord recover the filing fee?

Background and Evidence

D.S. testified that this tenancy began May 29, 2017. Monthly rent was \$550.00 and the Tenant paid a security deposit of \$225.00.

The tenancy ended on September 6, 2018. Although the Tenant was given notice of the date for the move out condition inspection, he did not attend. D.S. testified that on August 30, 2018, the Tenant informed the Landlord that he needed to leave the city in which the rental unit was located and told the Landlord to do the inspection without him.

A copy of the move out condition inspection report was provided in evidence and which confirmed that the rental unit required significant cleaning at the end of the tenancy.

In the within action the Landlord sought the sum of \$210.00 for cleaning and \$157.50 for steam cleaning as well as recovery of the filing fee. In support of the amounts claimed the Landlord also provided a copy of receipts for payment of those expenses.

Analysis

In this section reference will be made to the *Residential Tenancy Act*, *Regulation*, and *Residential Tenancy Policy Guidelines*, which can be accessed via the Residential Tenancy Branch website at: www.gov.bc.ca/landlordtenant.

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Landlord has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Section 37(2) of the *Act* requires a tenant to leave a rental unit undamaged, except for reasonable wear and tear, at the end of the tenancy and reads as follows:

37 (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I accept the Landlord's evidence that the Tenant failed to clean the rental unit as required by section 37 of the *Act*; this is confirmed by the contents of the condition inspection report provided in evidence.

Section 21 of the *Residential Tenancy Regulation* affords significant evidentiary value to condition inspection reports and reads as follows:

21 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 importance of condition inspection reports is further highlighted by sections 24 and 36 as these sections provide that a party extinguishes their right to claim against the deposit if that party fails to participate in the inspections as required (in the case of the landlord this only relates to claims for damage; a landlord retains the right to claim for unpaid rent.)

I also accept the Landlord's undisputed testimony that they incurred the cost to clean and steam clean the rental unit. As a result, I award the Landlord the **\$210.00** for cleaning and **\$157.50** for steam cleaning.

Section 72 of the *Act* allows me to order repayment of the filing fee. As the Landlord has been successful in their Application I find that they are entitled to recover the filing fee from the Tenant; as such I award the Landlord a further **\$100.00**.

Conclusion

The Landlord is entitled to monetary compensation in the amount of **\$467.50** for cleaning of the rental unit and recovery of the filing fee.

Pursuant to sections 38 and 72 of the *Act*, I authorize the Landlord to retain the Tenant's \$225.00 security deposit towards the amounts claimed and I award the Landlord a Monetary Order for the balance due in the amount of **\$242.50**. This Order must be served on the Tenant and may be filed and enforce in the B.C. Provincial Court (Small Claims Division) 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: January 17, 2019

Residential Tenancy Branch