Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the Landlord: MNDCL-S, MNDL-S, FFL
For the Tenant: MNDCT, MNSD, FFT

Introduction

This hearing was convened as a result of Applications for Dispute Resolution by both Parties seeking remedy under the *Residential Tenancy Act ("Act")*. The Tenants applied on March 21, 2018, for a monetary order for damage or compensation under the *Act*, for a monetary order for the return of double the security deposit, and to recover the cost of the filing fee for this Application.

The Landlord applied on September 27, 2018, for a monetary order for damage or compensation under the *Act*, for a monetary order to keep the security deposit, and to recover the cost of the filing fee for this Application.

The Tenants, L.R. and R.R., the Landlord, C.C, and a witness, R.C., appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenants and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party; I 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 these matters are described in this decision.

Neither Party raised any concerns regarding the service of the Applications, Notice of Hearing, or the documentary evidence.

Preliminary and Procedural Matters

The Parties confirmed their email addresses at the outset of the hearing, and their understanding that the decision would be emailed to both Parties and that any orders would be emailed to the appropriate Party.

The Parties confirmed that the month to month residential tenancy began on May 1, 2017, with a monthly rent of $1,650.00, a security deposit of $825.00 and a pet deposit of $300.00. The Tenants L.R. and A.R. signed the tenancy agreement with the Landlord C.C.; the Landlord said that R.R. was working that day, which is why he did not sign it.

Part of the Landlord's claim was to keep the pet damage deposit, because of damage to the trim and walls of one room that was caused by A.R.'s dog. The Parties agreed that it was fair for the Landlord to keep the pet damage deposit of $300.00, because of this damage caused by the dog.

The Tenant, R.R., had to leave the hearing about 20 minutes prior to the end in order to pick up some children. The Tenant, L.R., remained and continued to give evidence through to the end of the hearing.

Issue(s) to be Decided

- Are the Tenants entitled to a return of all or a portion of their security deposit?
- Is the Landlord entitled to monetary compensation for money owed or damage to the rental unit?
- Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of a monetary order?
- Are the Tenants entitled to recover the filing fee for their Application from the Landlord?
- Is the Landlord entitled to recover the filing fee for his Application from the Tenants?

Background and Evidence

Tenants and Tenancy

The Parties agreed in the hearing that R.R. was living at the rental unit periodically in the Spring of 2017, depending on the ups and downs of his relationship with L.R. The Landlord said that R.R. sometimes paid the rent, and more consistently in the latter portion of the tenancy.

In the hearing, the Landlord said that on August 9, 2017, L.R. texted him to ask if R.R. could take over her portion of the tenancy agreement, as she was moving out. In the hearing, L.R. also said that A.R. also moved out at the end of August 2017, but R.R. continued to live in the rental unit, despite not being a signatory to the tenancy agreement.

Condition Inspection Report ("CIR")

The Parties' applications are focused on the condition of the rental unit at the end of the tenancy. The Tenant, L.R., said that when she moved in she did a "quick walk through" to inspect the condition of the rental unit, but nothing when she moved out. The Landlord submitted a three-page CIR that the Tenant, L.R., signed at the start of the tenancy, and that the Landlord completed at the end of the tenancy after R.R. moved out.

The Landlord said in the hearing that on December 31, 2017, he attended the rental unit after arranging to do the move-out CIR with R.R. at 3:30 p.m. that day. However, the Landlord said that R.R. had not moved out at this point, and that he told the Landlord he would meet him in the morning with the keys for the move-out CIR. The Landlord said he "showed up on January 1 at 9 – 9:30 a.m. and the front door was wide open and the house had not been cleaned." He said that R.R. did not attend the unit, as agreed for the move-out condition inspection, and he had not left the keys with the downstairs tenants, as promised.

The Landlord said: "There was stuff all over the house and I had to spend a day and a half cleaning. During that day, we called him all day, but could not reach him; he [R.R.] had someone throw the keys in the mail box, but he never showed up." The Landlord said that he had attended the rental unit for a move-out inspection twice, at times that

R.R. had said he would be there to do the move-out inspection, but R.R. was not ready and/or willing to participate on either of those times.

In the hearing, R.R. said that when the Landlord was at the rental unit on December 31, 2017, the cleaner was there, too. He said he had moved a lot of things into the living room, so that the cleaner could start working elsewhere. He said the cleaner was late and behind, but that she was there for "about six hours that day. I paid her cash." He did not comment on not having attended the second opportunity for a move-out condition inspection.

Security Deposit and Pet Damage Deposit

The Landlord said that L.R. did not provide her forwarding address when she vacated the rental unit, nor did she ask about the security and pet damage deposits at that point. The Landlord said they did not get L.R.'s forwarding address until she asked for the deposits back in early 2018, after R.R. had moved out on December 31, 2017. R.R. said in the hearing that at the beginning of December 2017, he verbally told the Landlord that he would be moving out at the end of December 2017.

The Tenant said she had first texted the Landlord her forwarding address when she gave him notice of her intent to leave the rental unit in July 2017. However, she provided only an undated text to the Landlord in this regard, and there is no responding text from the Landlord indicating that he received her forwarding address at this time.

L.R. said in the hearing that she sent the Landlord a handwritten letter in "January 2018 asking about the [security and pet damage] deposits, but that the letter came back unopened." She also pointed to a text message she sent the Landlord on January 29, 2018, asking about the damage deposit and noting that she had provided him with her forwarding address in the previous (undated) text.

In the hearing, the Landlord acknowledged having received the Tenant's forwarding address when she asked for the deposits back in early 2018, after R.R. had moved out on December 31, 2017.

The Tenant applied for dispute resolution with the Residential Tenancy Branch ("RTB") on March 21, 2018. She said she sent the Landlord a handwritten letter dated February 20, 2018, by registered mail; she submitted a copy of this letter and a registered mail envelope dated February 20, 2018, as part of her documentary evidence accompanying her Application.

Landlord's Monetary Claim

The Landlords' monetary claim of $5081.00 is comprised of the following:

Receipts/Estimates	Item Description	AMOUNT CLAIMED
1. Receipt – All Glass	Front porch window	$369.60
2. Quote – Bridgeport Carpet	Carpets	$1,888.74
3. Receipt – Home Depot – City Ult.	Toilet & Registers	$863.63
4. Estimate - Rona	Ceiling tiles	$49.45
5. Estimate – ABCO Waterproofing	Burns on Deck	$1,260.00
6. Estimate – gas, dump fees, labour	Two dump runs	$50.00
7. Landlord to do drywall, trim, paint	Dog damage	$300.00
8. 5 hrs cleaning 2 people @ $30/hour	Cleaning not done	$300.00
TOTAL		**$5,081.42**

Item 1 – Front Porch Window

In the hearing, the Parties agreed that there was a window broken on the front porch that happened during the tenancy. The Landlord submitted a photo of a window with a round hole in it. The CIR indicates that the exterior glass was in good condition at the start of the tenancy.

The Tenant said it happened when someone lit fireworks in front of the house. The Tenant said:

> The fireworks came straight in from the street at the window. The railing has slits that it could go through, but it didn't go through there, everybody ducked, everybody got scared.

The Landlord said he doubted the Tenant's story about it having been caused by

fireworks. He questioned why the Tenant had never called the police, as the Tenant had also said there were a number of witnesses who saw it happen. The Landlord said:

> I never saw any black or burn marks. Estimators said it was highly unlikely that fireworks would ever do that. They [the Tenants] had a trailer out front, too. He said he was going to get appraisals, but he never did. I got it checked out with three different estimates. And All Glass – they said it looked more like the back of a head, someone getting up.

The Tenant said in the hearing: "I didn't think to call the cops. I did call [the Landlord], and I was under the impression that he was going to take care of it. Don't know why I was responsible for this when I almost got hit."

Item 2 - Carpets

The Landlord said that the carpet "suffered a lot of damage from them living there." He said he "had just replaced the carpet 5 or 6 months before they moved in." The carpets are checked off as in good condition in the move-in CIR.

The Landlord submitted photographs of the carpets and said "We cleaned the carpets, but they are still stained; the photos are from after being cleaning." He said: "We took off a couple hundred bucks from the new tenants' rent in case they wanted to clean it themselves. The new people's rent is $1,650."

R.R. said that he had the carpets professionally cleaned on December 31, 2017. The Landlord disputed this, saying that R.R. should have a receipt to prove it, if this was actually done. Neither of the Parties submitted a carpet cleaning receipt into evidence.

The Landlord submitted a quote from a local company to replace the carpet for a total of $1,888.74.

Item 3 – Toilet & Registers

In the tenancy agreement, the rent includes water, so the Tenants did not have to pay any extra for water. In the hearing, the Tenant said that the Landlord raised the issue of the water bill with him, and the Tenant said he told the Landlord that the toilet was running in the en suite bathroom. The Tenant said that in June or July 2017 he phoned or texted the Landlord about this. He said: "I don't think it's anything major, but it had been running at night sometimes for a few weeks. It got progressively worse."

The Landlord denied ever having received a text about the toilet, “because I would have fixed it if they had [let him know].”

The Landlord said that ultimately, in November 2017, the toilet in the en suite bathroom overflowed, causing damage. The Landlord said the downstairs tenants alerted him about this and they “were phoning frantically to get in to the house.” He said: “We shut the main water off to the house. I took time off work . . . we couldn’t wake Rob up, because he was passed out. When we woke him up. . . he said the toilet was plugged.”

The Landlord said they “talked to the city and explained what was going on when I got the utility bill, and they said what was happening would have caused the higher water bill.”

The Landlord said the toilet in the en suite had to be replaced, because the tower in the back was spraying water constantly; he said the toilet “was 4 or 5 years old.” He said there was a lot of damage done, because [R.R.] would not get up to stop the toilet from running that day.

In a written summary of the events in the tenancy that the Landlord submitted into evidence, the Landlord said:

> Receipt for the toilet to be replaced and the broken floor registers, and the utility bill showing huge water consumption from the toilet running non-stop. This was clearly neglect.

The Landlord submitted a receipt he identified as “Toilet&RegistersReceipt”, which was from a name brand hardware chain for $210.28. However, he has written “$152” on this piece of evidence, but not explained this notation. The items listed on this receipt include:

Toilet –	108.00
HOX FRS	3.48
4pk MF Cith	4.98
Grout sponge	4.36
Trio Pack A	22.98
Trio Pack A	22.98
BP 3Pk	7.00
3pk BA A	13.97
Subtotal	187.75

GST/HST	9.39
PST/QST	13.14
TOTAL	210.28

The Landlord also submitted a copy of the utility bill for the rental property address for the billing period of “Oct-Dec 2017”; the water consumption bill was for $671.90.

For comparison, he also submitted a copy of the utility bill for the Jan-Mar 2018 billing period, which showed a water consumption rate of $128.52 or 84% lower than the period in which the toilet running and overflow occurred. The move-in CIR indicates that the toilet was in good condition.

Item 4 – Ceiling Tiles Estimate

The Landlord said in the hearing that the running toilet overflowed and caused water damage to the ceiling below that floor. He said the ceiling and the ceiling fan in the basement suite needed to be replaced; he said he replaced the ceiling tiles with “a bundle he previously purchased and had as spares.” The Landlord submitted an estimate of what it would cost for new ceiling tiles from a local building supply company, which included three possible ceiling tiles from which he could choose. The Landlord quoted the least expensive option of $49.45.

The Landlord also included a photograph of the stained ceiling tiles prior to replacing them. This ceiling is in the rental unit below that of the Tenants’ before me, so it was not referenced in the move-in CIR.

Item 5 – Burns on the Deck

The Landlord said the rental unit has a deck with a “dura deck coating” and that the Tenants had a refrigerator sitting on the deck. The Landlord said “the compressor from where the fridge must have been burned it; there was a burn mark [on the deck], which you can see in the picture." The Landlord also said there were cigarette burns on the deck, which the Tenant did not dispute.

The Landlord said: “We did an estimate, because we could not afford to fix all of this all at once, but we did what we had to do, because we had tenants moving in at that time. We did what we could with the funds available.” The Landlord said that he likes to fix some things, himself; “we haven’t had the chance to rip the deck apart yet.”

He said this type of deck cannot be repaired in pieces, like removing a few slats of wood. Rather, it has to be completely replaced to be fixed. He said the deck with this special “Duradeck” treatment was “a couple years old”.

The CIR indicated that the deck/patio was in good condition before the tenancy and the Landlord found it to be dirty and damaged at the end of the tenancy.

Item 6 – Two Dump Runs

The Landlord said in the hearing that they had to haul a lot of garbage away from the property after the Tenants moved out; however, R.R. said when he looked at the Landlord’s estimates about the “dump runs” that “We only left stuff that was there already when we moved in.”

Item 7 – Dog Damage

The Landlord said he had to fix the baseboards in the bedroom in which the dog had been kept. The Parties had already agreed that the Landlord would keep their $300 pet damage deposit for this damage.

Item 8 - Cleaning

R.R. said he paid someone to come in and professionally clean the rental unit on December 31, 2017. The Landlord said that when he attended that day “at 1530 there was some lady there with him. I just assumed she was there to clean.” However, he said when he arrived the next day, “there was stuff all over the house and I had to spend a day and a half cleaning.”

In a written summary of the events of the tenancy, the Landlord said:

> The house was still messy. There was a truck parked in the front yard with no insurance on it, there was random items left here and there throughout. The water to the toilet was running nonstop (The toilet was NEVER reported as broken or a concern). The Carpets were soiled heavily. There was urine stains from the dog and the dog had chewed the wall and the baseboards (These carpets were brand new within months of the Tenants moving in). The duradeck had been burnt from cigaretts.
>
> [reproduced per original]

At the end of the Landlord's written summary of the events of the tenancy, he said:

> Additional cost to the landlord:
>
> Time to clean and fix for 2 people
> 2 Trips to the dump
> Drywall and trim replacement
> Shampooed the carpets before getting a quote to replace them
> Cost to replace ceiling tiles

Analysis

Based on the above, the testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Based on the evidence before me from the Parties in the hearing and their documentary evidence, I find that the tenancy continued after L.R. and A.R. moved out in August 2017. I note that the Landlord had done a move-in condition inspection report ("CIR") at the start of the tenancy, but he did not do one with the Tenants who moved out in August 2017; rather, the Landlord did not do a move-out CIR until R.R. moved out in December 2017. Further, the Landlord did not do anything that would indicate the end of the tenancy, like applying for an order of possession to have R.R. vacate the rental unit. Finally, the Landlord continued to accept rent from R.R. after L.R. and A.R. vacated the rental unit.

In a claim for damage or loss under the *Act* or 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 proving his claim on this standard.

Residential Tenancy Policy Guideline #1 explains that 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(s). The tenant is not responsible for reasonable wear and tear to the rental unit or site; reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or neglect by the tenant.

Sections 7 and 67 of the Act establish that if damage or loss results from a tenancy, an arbitrator may determine the amount and order a party to pay the other compensation.

To claim for damage or loss under the Act, the onus is on the person making the claim. The claimant must prove the existence of the damage/loss, and that it resulted directly from a violation of the tenancy agreement or the Act by the other party. 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. Once that has been established, the claimant must then provide evidence to verify the actual monetary amount of the loss or damage.

In this case, the onus is on the Landlord to prove entitlement to a monetary award. When considering the Landlord's claim for damage caused by a Tenant, an Arbitrator may consider the useful life of a building element and the age of the item. Residential Tenancy Policy Guideline 40: Useful Life of Building Elements states that "landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement item". That may be in the form of work orders, invoices or other documentary evidence. I will consider each of the Landlord's claims in turn.

Section 37 of the *Act* requires a tenant who vacates a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Broken Window

The Parties agree that the broken window occurred during this tenancy; I find that a broken window is not normal wear and tear. The Landlord said he obtained three quotes for the broken window and submitted a receipt for the company that fixed it. I award the Landlord his full claim for the window of **$369.60**.

Carpet

Policy Guideline #40 contains a table stating the useful life of carpets is 10 years. In this case, the Landlord testified that the carpet was approximately 1 year old at the end of the tenancy. I accept the Landlord's testimony that the stains could not be removed by cleaning. In the absence of any other evidence, I also accept the Landlord's documentary evidence that the estimated replacement cost of the carpet is $1,888.74, including removing the old carpet, and installing underpad and the new carpet.

Policy Guideline #1 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.

The Tenants acknowledged that the carpet needed cleaning; I find based on the documentary evidence and testimony before me that the Landlord tried to have it cleaned, but the stain remained. I find the Landlord has met the burden of proof regarding this aspect of the claim.

Applying Policy Guideline #40, the carpet had a remaining life of nine years and the tenant is responsible for 9/10 of the estimated replacement cost of $1,888.74, that being $1,699.87. I accordingly award the landlord **$1,699.87** for the claim for compensation relating to the carpet.

Toilet

According to Policy Guideline #40, the useful life of a toilet is 20 years. The toilet was approximately 4.5 years old, so had 15.5 more years of useful life.

The Landlord said that if he had known there was anything wrong with the toilet that he would have had it fixed. It is not clear how the Tenants caused the toilet to be running constantly or why their delay in communicating this to the Landlord resulted in the toilet having to be replaced versus fixed. However, the Landlord's undisputed testimony is that R.R. told the Landlord that the toilet had been plugged on the day of the overflow. The Tenant did not do anything to stop the toilet from continuing to run, while it was plugged, which resulted in the damage to the property overall. Accordingly, I find that the Tenants are responsible for costs associated with the flood.

The Landlord claimed $863.63, but he did not break down the basis for his claim. I note that the amount on the toilet and register receipt is $210.28 and he submitted a water bill of $671.90; however, that does not equal the amount claimed.

Applying Policy Guideline #40, the toilet had a remaining life of 15.5 years and the Tenants are 15.5/20 or 78% responsible for the replacement cost of the toilet and register - that being $164.02.

I infer the bulk of the Landlord's claim in this regard is for the water bill from October to December 2017. The Tenants were not required by the tenancy agreement to pay the water bill; however, the Landlord has argued that the neglect of the Tenant, R.R., caused the water overflow and, therefore, the increased water bill. However, the evidence before me is also that there was at least one other rental unit in the building,

but there is no evidence before me of how much water the other tenants in the building used. As such, I find the Landlord has not provided sufficient evidence to apportion this much of the water bill to the Tenants before me.
Further, the Landlord chose to include water in the amount of rent he charged for this rental unit; he took the risk of not knowing the amount of a water bill he would have to absorb, but that was his choice. As a result of all the evidence before me overall, I dismiss the Landlord's claim for the increased water bill without leave to reapply.

Ceiling Tiles

As noted above, I have found that the Tenants are responsible for the flood and that the flood caused the damage to the ceiling tiles, so they are responsible for the replacement. Given the Landlord's choice of the least expensive tile option, as well as his mitigating the cost of this damage by installing the tiles himself with no charge to the Tenant, I am satisfied based on the evidence before me that the Landlord's estimate for this item is reasonable in the circumstances. I award the Landlord **$49.45**.

Deck Damage

According to Policy Guideline #40, the useful life of a wood and plastic deck is 20 years. I infer from the Landlord's testimonial and photographic evidence that the deck can still be used; however, it is less attractive, given the dark or burn marks left from the tenancy. As noted above, the CIR indicated that the deck was in good condition at the start of the tenancy.

I find that the Landlord has established that the Tenants damaged the deck and that this damage to the deck is more than normal wear and tear. While dirtiness can be cleaned, the burn marks from the refrigerator and cigarettes cannot be repaired. The Landlord said the deck was "a couple years old", so I find that the Tenants are 18/20 or 90% responsible for the replacement cost of the Duradeck, that being **$1,134.00**.

Dump Trips

The Tenants' had the opportunity to dispute the amount of garbage or "stuff" they left behind on one of the occasions in which they agreed to participate in the move-out CIR. However, they failed to be ready or in attendance for these sessions. Their submissions after the fact are less reliable than the Landlord's evidence that he attended the rental unit for the move-out CIR and found the "stuff" the Tenants left behind. Further, Policy

Guideline #1 states that “unless there is an agreement to the contrary, the tenant is responsible for removal of garbage…at the end of the tenancy.”

The Landlord estimated that the gas, dump fees and labour of removing the “stuff” cost $50.00. He did not submit a receipt from the dump to document the amount he paid; however, I find it more likely than not that this is a reasonable amount for the costs incurred. I award the Landlord **$50.00**.

Dog Damage

The Parties have already agreed to this claim, so I reiterate their agreement by awarding the Landlord the **$300.00** pet damage deposit.

Cleaning

The level of cleanliness at the beginning of a tenancy is irrelevant to the cleaning at the end. Section 37(2)(a) of the *Act* requires that the Tenant “leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear”. This is also stated in Policy Guideline #1:

> The Landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet ‘health, safety and housing standards’ established by law, and are reasonably suitable for occupation given the nature and location of the property. The tenant must maintain ‘reasonable health, cleanliness and sanitary standards’ throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also 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. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act* or *Manufactured Home Park Tenancy Act* (the Legislation).

A tenant is responsible for leaving a rental unit “reasonably clean” at the end of a tenancy and the landlord may seek the cost to bring the unit up to a state of reasonable cleanliness. The tenant’s legal obligation is “reasonably clean”, which is a lower standard than “perfectly clean” or “impeccably clean” or “thoroughly clean” or “move-in ready”.

For examples of what “reasonably clean” amounts to, I turn to Policy Guideline #1 sets out examples of what is expected of a tenant:

> The tenant is responsible for washing scuff marks, finger prints, etc. off the walls unless the texture of the wall prohibited wiping.
>
> If window coverings are provided at the beginning of the tenancy they must be clean and in a reasonable state of repair.
>
> The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould. The tenant is responsible for cleaning the inside and outside of the balcony doors, windows and tracks during, and at the end of the tenancy The landlord is responsible for cleaning the outside of the windows, at reasonable intervals.
>
> At the end of the tenancy the tenant must clean the stove top, elements and oven, defrost and clean the refrigerator, wipe out the inside of the dishwasher.
>
> If the refrigerator and stove are on rollers, the tenant is responsible for pulling them out and cleaning behind and underneath at the end of the tenancy.
>
> The tenant must wipe or vacuum baseboards and baseboard heaters to remove dust and dirt.

The Tenant said he hired someone to clean the rental unit and the Landlord said he saw someone there on December 31, 2017, who could have been there to clean. However, the Tenant did not provide a receipt from this person or any description of what type of cleaning she did or how much he paid her. Given the evidence before me overall on this matter, I find it more likely than not that some cleaning was done by the Tenant, but not a reasonable amount. I find on a balance of probabilities that the rental unit needed more cleaning to be done after the Tenant vacated the premises.

On January 1, 2018, the Landlord did not find that the rental unit had been properly cleaned. He claimed that it took two people 5 hours to clean at $30.00 per hour, which is consistent with the Landlord’s statement in the hearing that it took him a day and a half to clean the rental unit. However, he did not provide photographs of the level of cleanliness or lack thereof of the rental unit, nor did he provide a receipt from a second person who helped clean. Further, I find that $30.00 per hour for cleaning to be at the higher end of the market rate, so given all of the evidence before me overall on this matter, I award the Landlord $20.00 per hour for one person for ten hours or **$200.00** for cleaning costs.

As the Landlord was partially successful in his application, I grant a monetary award of $50.00, as partial recovery of the filing fee.
Given the above, I grant the Landlord a monetary award of $2,467.07, as summarized as follows:

Claim	AMOUNT
Front porch window	$369.60
Carpets	$200.00
Toilet & Registers	$164.02
Ceiling tiles	$49.45
Burns on Deck	$1,134.00
Two dump runs	$50.00
Dog damage	$300.00
Cleaning	$200.00
Filing fee	50.00
	$2,517.07

Regarding the Tenant's claim for the return of double the deposits, I note the following. Neither the Landlord nor the Tenant were able to provide me with a specific date that the Landlord received the forwarding address; however, given that the Landlord acknowledged its receipt in "early 2018", I find that the Landlord had the forwarding address by January 31, 2018. However, section 36(1) of the Act states that if a tenant does not attend the condition inspection agreed upon by the parties, that the tenant has extinguished his right to the return of the security deposit and/or pet damage deposit. In the case before me, I have found that the Parties had an agreed upon time for the move-out condition inspection of the rental unit, but that the Tenant did not attend. As a result, I find that the Tenant extinguished the right to the security and pet damage deposits back, so the Landlord is entitled to retain them, in addition to any monetary award I make.

I dismiss the Tenants' claim for the return of their security deposit and for the recovery of the filing fee.

I order that the Landlord retain the Tenants' security deposit of $825.00, their pet damage deposit of $300.00 for a total of $1,125.00. In addition, I order the Tenants to pay the Landlord the monetary award of **$2,517.07**.

Conclusion

I award the Landlord a claim of $2,517.07, in addition to keeping the security and pet damage deposits.

I hereby order that the Tenant pay the Landlord $2,517.07 in full satisfaction of the award.

Although this decision has been rendered more than 30 days after the conclusion of the proceedings, section 77(2) of the *Act* states that the Director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected, if a decision is given after the 30 day period set out in subsection (1)(d).

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: February 28, 2019

Residential Tenancy Branch