



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WENTWORTH PROPERTIES
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for damages to the unit and for an order to retain the security deposit in full satisfaction of the claim and to recover the filing fee.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in full satisfaction of the claim?

Background and Evidence

The parties agreed that the tenancy began on December 1, 2017. Rent in the amount of \$1,060.00 was payable on the first of each month. The tenant paid a security deposit of \$530.00 and a pet damage deposit of \$530.00. The tenancy ended on October 31, 2018. The landlord returned a portion of the security deposit and pet deposit in the amount of \$1,030.70. The landlord has retained the amount of \$29.30.

The parties agreed a move-in and move-out condition inspection report was completed. The tenant did not sign the move-out inspection as they did not agree to the deduction.

The landlord claims as follows:

a.	Drape cleaning	\$ 69.30
b.	Cleaning unit	\$ 75.00
c.	Burnt-out light bulb	\$ 10.00
d.	Filing fee	\$100.00
	Total claimed	\$254.30

Drape cleaning

The landlord's agent that the tenant did not have the drapes dry cleaned at the end of the tenancy. The agent stated that it is a term of the tenancy agreement. The landlord seeks to recover the cost of cleaning the drapes in the amount of \$69.30.

The tenant testified that they sent the landlord a message asking if they can wash the drapes. The tenant stated the landlord said that they were washable. The tenant stated that they washed the drapes on the last day of their tenancy.

The landlord's agent denies they were clean.

Cleaning unit

The landlord's agent testified that the tenant left dust in the cabinets, the window sills were left dirty, and the tenant did not clean the sides of the stove or the floor under the stove. The agent stated the deck was not swept as they were pine needles and spilt coffee. The agent stated that they originally estimate it would take one hour to clean the rental unit; however, after they moved things around the actual time to clean the unit was three hours. The landlord seeks to recover the cost of \$75.00.

The tenant testified they cleaned the rental unit. The tenant stated that due to the age of the cupboards some would look dusty even after they were cleaned. The tenant stated that the stove and the refrigerator are not on rollers and they were unable to move them. The tenant stated that they cleaned the window ledges; however, it is possible to miss one. The tenant stated that it was raining out and they could not clean the deck. The tenant stated that they left the rental unit reasonable clean.

Burnt-out light bulb

The landlord's agent testified that there was one burnt out light bulb at the tenancy. The landlord seeks to recover the cost of \$10.00.

The tenant testified that the light bulb burnt out on the day of the move-out and they did not have time to go purchase one. The tenant stated that they left a fuse for the electrical panel as compensation.

Analysis

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

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 proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant 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.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

Drape cleaning

In this case, I accept the landlord's agent informed the tenant that they could wash the drapes. While I accept the tenancy agreement stated that the drapes are to be professionally dry-cleaned at the end of the tenancy. I find it unreasonable when they have permission to wash the drapes during their tenancy.

The evidence of the tenant was that they washed the drapes at the end of the tenancy. The evidence of the landlord's agent was that the drapes were not washed. I have reviewed the photographs and the drapes look clean. While there is a hair on one panel that does not support they were left dirty. I find the landlord has not met the burden of proof that they were not left reasonably clean. Therefore, I dismiss this portion of the landlord's claim.

Cleaning unit

While I accept there were some minor items that needed cleaning, I find that one hour as first estimated by the landlord to be a reasonable amount for compensation. It is not uncommon for a landlord to do additional cleaning to bring the unit to a higher standard. Therefore, I grant the landlord for cleaning the amount of **\$25.00**.

Burnt-out light bulb

The evidence of the landlord was there was one light bulb burnt-out. However, I am not satisfied that the landlord paid the amount of \$10.00, as no receipt was provided. Therefore, I dismiss this portion of the landlord's claim.

As the landlord was largely unsuccessful, I decline to award the filing fee.

I order that the landlord retain the amount of **\$25.00** from the remainder of the security deposit held of **\$29.30**. The remainder of the deposit of **\$4.30** is to be returned to the tenant.

Conclusion

The landlord is granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim and the landlord is to return the balance due to the tenant.

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 01, 2019

Residential Tenancy Branch