



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDL-S, MNRL-S

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary order for unpaid rent in the amount of \$2,250.00, for a monetary claim of \$372.75 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of their \$100.00 Application filing fee.

The tenant, J.P. (the "Tenant"), and the landlords, J.K. and M.K. (the "Landlords"), 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 Tenant and the Landlords were given the opportunity to provide their evidence orally and respond to the testimony of the other Party.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"). However, only the evidence relevant to the issues and findings in this matter are described in this decision. At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed

their understanding that the decision would be emailed to both Parties and any orders sent to the appropriate Party.

Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?
- Are the Landlords entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the periodic tenancy began on June 1, 2018, with a monthly rent of \$2,250.00, due on the first day of each month. The Parties agreed that the Tenants paid a security deposit of \$1,125.00, and no pet damage deposit. The Parties agreed that the Tenants gave the Landlord their forwarding address via email on February 16, 2019.

The Parties agreed that they did a move-in inspection of the condition of the rental unit, but that they could not coordinate a time to do a move-out condition inspection. The Tenant said that the Landlords provided a couple options for when they could schedule the move-out inspection, but the Tenant said that her work schedule would not permit it.

The Landlords submitted a copy of a "Notice of Final Opportunity to Schedule a Condition Inspection" for an inspection on February 22, 2019, that she said she emailed and mailed to the Tenants.

Unpaid Rent

The Parties agreed that the Tenants did not pay rent for February 2019. The Parties agreed that on February 5, 2019, the Landlords served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent in the amount of \$2,250.00 that was due on February 1, 2019. The Tenants vacated the rental suite on February 15, 2019, and the Tenant acknowledged that they have not paid the Landlord this rent owing.

Furniture Removal

The Landlords said that the Tenants left four pieces of furniture in the rental unit when

they moved out and that the Landlords had to move the furniture out. The Landlords said that they carried the furniture to the curb for giveaway, and that three of the four pieces were taken. The Landlords said that they had to hire a junk removal company to get rid of the last piece of furniture. The Landlords submitted an email from a junk removal company that confirms the scheduled removal appointment, and a receipt for the junk remover evidencing that they paid **\$78.75** to get rid of the remaining piece of furniture.

In the hearing, the Tenant said that they found the furniture in various places on the residential property when they moved in. The Tenant said that the desk was found in pieces in the shed. She said the dresser was found behind a shed, covered in grass. She said another piece of furniture was found behind the shed near the wood pile. She said a black and white corner piece was found by the little shed near the koi pond.

The Landlords said that these items were not mentioned during in the move-in inspection and that they knew nothing of the furniture having been left there by previous tenants. The Tenant did not claim these pieces of furniture as her personal property that she expected to retrieve from the Landlords.

Carpet Cleaning

The Landlords said there is a clause in the tenancy agreement that requires tenants to (a) have the carpets cleaned by a truck-mounted carpet cleaner and to (b) provide a copy of the receipt showing that it has been done. The Landlords said they emailed the Tenants a reminder of this clause on February 11, 2019. The Landlords said that the carpets may have been vacuumed, but that they were not cleaned by the right type of steam-cleaning service. They also said that the Tenants did not provide a receipt for steam-cleaning at the end of the tenancy, as required by the tenancy agreement.

The Landlords said that the new tenants they found to move in on March 1, 2019, insisted that the carpets be professionally cleaned before they moved in. The Landlords submitted a receipt from a local carpet cleaner, which describes the vendor having steam-cleaned carpets in the hallway, living room, dining room, three bedrooms and the stairs. This receipt says the Landlords paid \$294.00 for this service.

The Tenant said that her church arranged the carpet cleaning for them. She said the carpet cleaner arrived with a van that had hoses coming out of the van, rather than a portable steam-cleaner. The Tenant said she believed that this satisfied the Landlords'

cleaning requirements. The Tenant submitted a receipt she obtained from the church for this cleaning service; the amount charged on this receipt was \$211.68.

The Landlords said that they were unable to find out anything about this carpet cleaning company on the internet and they reiterated that they did not receive a receipt from the Tenant until the dispute resolution process, contrary to the term in the tenancy agreement. They also said that the difference between the carpets before and after the Landlords had them steam-cleaned was noticeable.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Unpaid Rent

The undisputed evidence before me is that the Tenants did not pay the rent they owed to the Landlords in February 2019 in the amount of \$2,250.00.

Section 26 of the Act states: “A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.” There is no evidence before me that the Tenants had a right to deduct any portion of the rent from the monthly rent due to the Landlord. Pursuant to section 26 of the Act, I award the Landlord **\$2,250.00** in recovering of the unpaid rent.

Furniture Removal

Part 5 of the Residential Tenancy Regulation (“Regulation”) sets out the circumstances of what may be considered abandoned property. It says at section 24(3): “If personal property is abandoned as described in subsections (1) and (2), the landlord may remove the personal property from the residential property, and on removal must deal with it in accordance with this Part”, unless the parties have made an express agreement to the contrary respecting storage of personal property.

Section 25 of the Regulation sets out a landlord’s obligations regarding a tenant’s

personal property:

25 (1) The landlord must

- (a) store the tenant's personal property in a safe place and manner for a period of not less than 60 days following the date of removal,
- (b) keep a written inventory of the property,
- (c) keep particulars of the disposition of the property for 2 years following the date of disposition, and
- (d) advise a tenant or a tenant's representative who requests the information either that the property is stored or that it has been disposed of.

(2) Despite paragraph (1) (a), the landlord may dispose of the property in a commercially reasonable manner if the landlord reasonably believes that

- (a) the property has a total market value of less than \$500,
- (b) the cost of removing, storing and selling the property would be more than the proceeds of its sale,

[emphasis added]

I accept the undisputed evidence that the Tenants left four pieces of furniture in the rental unit and that the Landlords incurred costs to remove this furniture. In the hearing, the Tenant did not claim the furniture as her own property that she wanted back; however, given the requirements of the Regulation in this regard the Landlords are cautioned against disposing of a tenant's property so quickly and finally.

The Tenant said that she left the furniture there, because it "came with the house". In this sense, the Tenants cleaned up the residential property and the furniture that was left behind, presumably by other tenants. However, the Tenant did not leave the rental unit empty, as it was found. Further, given the Tenant's evidence that the furniture was abandoned by others and that there was no communication with the Landlords about it, I find it reasonable to identify it as abandoned junk, which became the responsibility of the Tenants to remove at the end of the tenancy.

The Landlords indicated that they minimized the cost of disposing of the furniture by moving it to the curb for someone else to pick up. However, they also testified that they incurred a cost to dispose of the last piece that was not picked up and they submitted a receipt for having paid someone to remove the last piece. I find that the Landlords were

reasonable in this regard and I award them recovery of the junk removal of **\$78.75**.

Carpet Cleaning

The Landlords' testimony that they could not find the carpet cleaning company that the Tenants used implies that they distrust the veracity of this evidence. However, given the Tenant's testimony was under oath and that she did provide a receipt for this service, I find it more likely than not that the Tenants had the carpets steam-cleaned, as required by the tenancy agreement.

Section 37(2)(a) of the Act requires tenants to leave rental units "reasonably clean, and undamaged except for reasonable wear and tear".

The evidence before me is that the Tenants arranged to have the carpets steam-cleaned. Their church paid 30% less for their steam-cleaning service than did the Landlords, but I find this was not unreasonably less or that it indicates a substandard job was done. The Act requires tenants to leave rental units "reasonably clean" not immaculate. A tenant must abide by a tenancy agreement, unless a clause of that agreement is inconsistent with the Act. I find that the Landlords required the Tenants to adhere to a higher standard of cleanliness than is required by the Act. As a result, I dismiss the Landlord's claim for the \$294.00 steam-cleaning bill without leave to reapply.

Summary

I award the Landlord **\$2,250.00** for unpaid rent and **\$78.75** for junk removal. I also award the Landlords with recovery of the **\$100.00** Application filing fee, as they were predominantly successful in their Application.

Conclusion

I find that the Landlords have established a total monetary claim in of **\$2,428.75**, comprised unpaid rent, junk removal, and recovery of the Application filing fee.

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenant's security deposit \$1,125.00 in partial satisfaction of the Landlords' monetary claim.

I grant the Landlords a monetary order pursuant to section 67 of the Act for the balance owing by the Tenants to the Landlords in the amount of **\$1,303.75**.

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: June 25, 2019

Residential Tenancy Branch