



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Decision Codes: FFL, MNDL-S

### **Introduction**

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$360 for damages and the failure to sufficiently clean
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides on May 10, 2019. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided**

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The parties entered into a 6 month fixed term written tenancy agreement that provided that the tenancy would start on November 1, 2017 and end on April 30, 2018. The parties entered into a second fixed term tenancy agreement that provided that the tenancy would start on May 1, 2018 and end on April 30, 2019. The rent for the second tenancy agreement was \$1550 per month payable in advance on the first day of each month. The landlord applied the security deposit that was paid at the start of the first fixed term tenancy agreement in the sum of \$750 to the second tenancy agreement.

The tenancy ended on April 30, 2019.

#### Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

The landlord relies on a large number of photographs, the Condition Inspection Report, quotations and receipts, witness statements and her oral testimony. The tenant did not provide any documentary evidence or photos.

The landlord testified the tenant failed to properly clean the rental unit prior to vacating. In particular the landlord testified the tenant failed to clean the carpets. The landlord produced three quotations (on which put the cost of \$147, a second one which put the cost at \$145 and a third estimate which put the cost of \$135). The landlord cleaned the carpets himself after previously purchasing a heavy duty carpet cleaner. The landlord testified the tenant failed to properly clean the rental unit and in particular she failed to properly clean the kitchen cupboards, kitchen appliances, freezer etc. and the bathroom. The landlord hired the cleaner she uses for her own rental unit. The rental unit is approximately 700 square feet.

The tenant testified as follows:

- She acknowledged that she did not clean the carpets. She told the landlord she would pay the cost provided the landlord provided an invoice.
- She disputes much of the cleaning bill and in particular disputes that it took the cleaner 5 hours to complete the work.
- The landlord referred her to materials on the RTB website that appeared to be outdated and as a result she did not trust what the landlord was saying.
- She disputes the landlord's claim for the cost of the filing fee.

#### Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$135 for the cost of cleaning the carpets. This is a reasonable sum in the circumstances and is the least expensive of the 3 estimates provided. The photographs indicate carpet cleaning was necessary.
- b. I determined the landlord is entitled to \$100 of the \$125 claim for cleaning. The photographs indicate cleaning was required especially in the kitchen and the bathroom. However I reduced the claim by \$25 as I determined the cleaner completed a more thorough job than would be required to meet the standard required by the Act.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$235 plus the \$100 filing fee for a total of \$335. I do not accept the submission of the Tenant that she is not responsible to reimburse the landlord the cost of the filing fee as the landlord acted reasonably in filing the claim.

#### Security Deposit

I determined the security deposit plus interest totals the sum of \$750. I determined the landlord is entitled to retain the sum of \$335 of the security deposit. I ordered the landlord pay to the Tenant the balance of the security deposit in the sum of \$415.

It is further Ordered that this sum be paid forthwith. The parties are given a formal Order in the above terms and the Applicant must be served with a copy of this Order as soon as possible.

Should the Applicant fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on the parties.**

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: August 15, 2019

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Residential Tenancy Branch