



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TSAJ ENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNRL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent or utilities, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on June 20, 2019 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch in June of 2019 were sent to the rental unit, via registered mail. The Agent for the Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On September 04, 2019 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Landlord stated that she did not have a forwarding address for the Tenant and could not, therefore, serve this evidence to her. As this evidence was not served to the Tenant it was not accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

All documentary evidence accepted as evidence for these proceedings has been reviewed, although it is only referenced in this decision if it is directly relevant to my decision.

Preliminary Matter

The Landlord submitted a Monetary Order Worksheet to the Residential Tenancy Branch, the second page of which is blank. The Landlord stated that the Monetary Order Worksheet she served to the Tenant indicated that the Landlord is claiming \$500.00 for cleaning and \$230.00 for cleaning the carpet. The Agent for the Tenant stated that the Tenant received this document and that she understood the Landlord was claiming \$730.00 in compensation for cleaning.

Although the Landlord did not clearly articulate on the Application for Dispute Resolution that it was claiming compensation for cleaning, I accept that the Tenant understood the Landlord was claiming compensation for cleaning and I will consider it in this Application for Dispute Resolution.

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent and for cleaning the rental unit?

Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

The Agent for the Landlord and the Agent for the Tenant agree that:

- this tenancy began on June 01, 2018;
- the Tenant was required to pay monthly rent of \$2,400.00 by the first day of each month;
- the Tenant paid a security deposit of \$1,200.00;
- the parties signed a mutual agreement to end the tenancy on May 31, 2019;
- the Tenant did not provide a forwarding address; and
- the Tenant did not pay any rent for May of 2019.

The Agent for the Landlord stated that the Tenant vacated the rental unit on June 02, 2019. The Agent for the Tenant stated that the Tenant vacated the rental unit on June 01, 2019.

The Landlord is seeking compensation for unpaid rent from May of 2019.

The Landlord is seeking compensation of \$500.00 for cleaning the rental unit and \$230.00 for cleaning the carpet. In support of this claim the Agent for the Landlord stated that:

- a full “move out” clean was required at the end of the tenancy;
- a thorough cleaning of the rental unit was required at the end of the tenancy, including cleaning of the carpet;
- she did not submit any proof of the need to clean the carpet in the rental unit, as the tenancy agreement requires that the carpet is professionally cleaned at the end of the tenancy;
- the only proof she has that the rental unit required cleaning was the text message sent to her by the Agent for the Tenant, which was submitted in evidence;
- she was unable to duplicate the low cleaning costs offered by the Tenant;
- the Landlord paid \$392.64 to clean the carpets; and
- the Landlord paid \$462.00 to complete a full “move out clean”.

In response to the claim for cleaning the Agent for the Tenant stated that:

- they did not have time to clean the carpet at the end of the tenancy;
- they found a carpet company that was able to clean the carpets for \$190.00;
- the Tenant is willing to pay \$190.00 for cleaning the carpet;
- everything in the rental unit was cleaned, except the carpet and the bathroom cupboards; and
- in a text message he gave the Landlord permission to \$190.00 core cleaning the carpet and \$200.00 for general cleaning; and
- his reference to being unable to have the cleaners come was made because he understands some landlords want a professional cleaner to come at the end of the tenancy.

The Landlord submitted a copy of the tenancy agreement. Section 2.14 of the tenancy agreement requires the Tenants to have the carpets professionally cleaned at the end of the tenancy.

The Landlord submitted a copy of a text message the Agent for the Tenant sent on June 02, 2019. In this message the Agent for the Tenant declared, in part, that they were unable to have the cleaners “come through” and that the unit was “cleaned as best we could given the later hour”.

Analysis

On the basis of the undisputed evidence I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$2,400.00

by the first day of each month and that the Tenant has not paid rent for May of 2019. As the Tenant is required to pay rent when it is due, pursuant to section 26(1) of the *Act* and the Tenant lived in the rental unit for the entire month of May of 2019, I find that the Tenant must pay \$2,400.00 in outstanding rent to the Landlord.

On the basis of the undisputed evidence I find that the Tenant was obligated to have the carpets professionally cleaned at the end of the tenancy and that she did not do so. As such, I find that the Landlord is entitled to recover the full amount of her claim for cleaning the carpet, which was \$230.00.

I accept the Agent for the Landlord's testimony that the Landlord paid \$392.64 to clean the carpet, as her testimony was consistent and forthright. In these circumstances I find it reasonable not to demand that the Landlord serve the Tenant with documentary proof of this cost, as the Tenant did not provide the Landlord with a forwarding address. Although I accept that the Tenant may have been able to have the carpet cleaned for less money, the Tenant lost the ability to save money when she did not make appropriate arrangements to have the carpets cleaned.

Although I accept that the Landlord paid \$392.64 to clean the carpets, I am unable to grant compensation in an amount that is greater than was claimed on the Application for Dispute Resolution. As such, the award for cleaning the carpet is \$230.00.

I favour the testimony of the Agent for the Landlord, who stated that a thorough cleaning was required at the end of the tenancy, over the testimony of the Agent for the Tenant, who stated that everything except the carpet and the bathroom cabinets were cleaned at the end of the tenancy. I favoured her testimony because the text message the Agent for the Tenant sent on June 02, 2019 tends to corroborate her testimony and refute his. I find it highly unlikely that the Tenant would offer to pay \$200.00 for cleaning and \$190.00 for cleaning the carpets if the only thing in need of cleaning, other than the carpet, was some bathroom cabinets. I therefore find that the Tenant failed to comply with section 37(2) of the *Act* when the unit was not left in reasonably clean condition at the end of the tenancy.

I accept the Agent for the Landlord's testimony that the Landlord paid \$462.00 for a full "move out clean" and I accept, in these circumstances, that it is reasonable not to demand that the Landlord serve the Tenant with documentary proof of this cost. I therefore grant the claim for cleaning, in the amount of \$462.00.

I find that the Application for Dispute Resolution has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$3,192.00 which includes \$2,400.00 in unpaid rent, \$230.00 for cleaning the carpet; \$462.00 for cleaning, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$1,200.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,992.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced 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 *Act*.

Dated: September 23, 2019

Residential Tenancy Branch