



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PTR Development Holdings Ltd and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFL, MNDL-S, MNDCL-S**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

LT and VL attended as agents for the landlord. The tenant attended. Both parties had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions.

The tenant acknowledged receipt of the landlord's Notice of Hearing and Application for Dispute Resolution. The landlord acknowledged receipt of the tenant's evidence. Neither party raised issues of service. I find each party served the other in accordance with the *Act*.

The hearing process was explained and both parties had an opportunity to ask questions.

Issue(s) to be Decided

Is the landlord entitled to the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The parties agreed the tenancy began September 1, 2018 and ended when the tenant vacated on November 29, 2019. Monthly rent was \$1,540.00. At the beginning of the tenancy, the tenant provided a security deposit of \$770.00 and pet deposit of \$770.00 in the total amount of \$1,540.00 (“the deposit”) which the landlord holds. The tenant has not provided authorization to the landlord to retain any of the security deposit.

A copy of the tenancy agreement was submitted as evidence.

The parties agreed that a condition inspection was conducted on moving in which indicated that the unit was in all material respects in good condition. They also agreed that the inspection on moving out indicated that cleaning was needed, the blinds needed cleaning and repair, and there was damage to a wall. A copy of the report signed by both parties was submitted.

The parties agreed the tenant would pay \$157.70 for damage to the wall.

The landlord claimed the following:

| ITEM | AMOUNT |
|---------------------------|----------|
| Wall repairs and painting | \$157.70 |
| Cleaning costs | \$189.00 |
| Cleaning blinds | \$284.55 |

| | |
|---|-----------------|
| Reimbursement of the filing fee | \$100.00 |
| Total Monetary Award Requested by Landlord = | \$731.25 |

Cleaning costs

The landlord testified that the tenant did not leave the unit sufficiently clean. The landlord testified many items required cleaning, such as the oven, the deck and exterior windows. The landlord claims \$45.00 an hour for 4 hours of cleaning plus GST for which the landlord requested compensation from the tenant of \$189.00.

In support of her testimony, the landlord referred to the condition inspection report on moving out which indicated that cleaning was needed in several noted respects. The landlord submitted photographs of unit when the tenant vacated supporting the testimony that cleaning was needed. Both agents for the landlord provided affirmed testimony in this regard as they had both attended the inspection on moving out.

The tenant testified that she left the unit reasonably clean and denied there was any need for the cleaning claimed by the landlord. The tenant testified that any cleaning which needed to be done could not reasonably exceed \$100.00 in value. The tenant testified that the pictures she submitted of the unit were taken when she vacated showing a reasonably clean unit.

Blinds

The tenancy agreement stated that if the blinds in the unit had been professionally cleaned at the beginning of the tenancy, the tenant must professionally clean the blinds at the end of the tenancy.

The tenant acknowledged this obligation in the agreement but stated that she had adequately wiped down the blinds and professional cleaning was not necessary. The tenant also stated that the clause had not been drawn to her attention until the moving out inspection and therefore the landlord could not rely on the requirement of professional cleaning.

The tenant agreed the landlord had incurred the expense for cleaning the blinds but denied responsibility for reimbursement.

The agents both stated that the wiping done by the tenant failed to adequately clean the blinds which were observed by them to have both dog hair and dust on the surfaces, front and back.

Pet Deposit

The tenant stated that she was entitled to a doubling of the pet deposit as the landlord did not claim that any of the damage was caused by her pet.

The landlord disagreed with the tenant's assertion and stated that pet hair was found in the unit and this had been pointed out to the tenant. The landlord also stated that the damage to a baseboard was believed to have been caused by the pet although the landlord did not pursue a claim for reimbursement at the hearing. Finally, the landlord noted that the agents' observed that the blinds had dog hair on the surfaces.

Analysis

I have considered all the submissions and evidence presented to me, including those provided in writing and orally. The hearing was 57 minutes, involved documentary evidence submitted by both parties, and considerable contradictory testimony. I will only refer to certain aspects of the submissions and evidence in my findings.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy agreement or the *Act*, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

The purpose of compensation is to put the person who incurred the damage or loss in the same position as if the damage or loss had not occurred. The person claiming compensation must establish **all** the following four points:

1. The existence of the damage or loss;
2. The damage or loss resulted directly from a violation – by the other party – of the *Act*, regulations, or tenancy agreement;
3. The actual monetary amount or value of the damage or loss; and
4. Everything reasonable was done to reduce or minimize (mitigate) the amount of the loss or damage as required under section 7(2) of the *Act*.

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.

In this case, the onus is on the landlord to prove the landlord is entitled a claim for a monetary award.

Cleaning expenses

I have considered all the evidence submitted by the landlord and corroborated by both agents at the hearing, including the receipt, the photographs showing the unit needed cleaning, and the condition inspection report on moving in and moving out. I therefore give considerable weight to the landlord's testimony and prefer their version of events to the tenant's.

Considering the evidence and testimony, I find the landlord has met the burden of proof on a balance of probabilities that the unit needed cleaning when the tenant vacated, the tenant is responsible for the lack of cleanliness, the landlord incurred \$189.00 in cleaning expenses, and the landlord took all reasonable steps to mitigate expenses. I find the landlord is entitled to a monetary award in the amount requested.

Cleaning of Blinds

I have considered all the evidence submitted by the landlord and corroborated by both agents at the hearing, including the receipt, the requirement for the tenant to carry out professional cleaning of the blinds in the tenancy agreement, and the condition inspection report on moving in and moving out.

Considering the evidence and testimony, I find the landlord has met the burden of proof on a balance of probabilities that the blinds needed cleaning when the tenant vacated, the tenant is responsible for the lack of cleanliness, the landlord incurred \$284.55 in cleaning expenses, the tenant was required under the lease to professionally clean the blinds, and the landlord took all reasonable steps to mitigate expenses. I find the landlord is entitled to a monetary award in the amount requested.

Security Deposit

Section 38(7) of the Act provides:

(7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.

The landlord provided affirmed testimony as to the state of cleanliness in the unit and damage to the baseboard details of which are noted herein. The landlord testified that some of this was attributed to the tenant's pet in the form of dog hair. I find it is not possible to attribute to the pet a precise amount for the general cleaning and cleaning of the blinds. I therefore find that the entire amount of the deposit is available to compensate the landlord.

I also find that the landlord filed an Application for Dispute Resolution within the required time period and that the tenant is not entitled to any doubling of the pet deposit.

Filing fee

As the landlord has been successful in the landlord's claim, I grant the landlord a monetary award of \$100.00 as reimbursement of the filing fee.

Summary

In summary, I award the landlord as follows:

| ITEM | AMOUNT |
|--|-----------------|
| Wall repairs and painting | \$157.70 |
| Cleaning costs | \$189.00 |
| Cleaning venetian blinds | \$284.55 |
| Reimbursement of the filing fee | \$100.00 |
| Total Monetary Award - Landlord | \$731.25 |

Further to section 72, the landlord is authorized to retain the deposit in compensation for the monetary award and must return the balance to the tenant as follows:

| ITEM | AMOUNT |
|-------------------------------------|------------|
| Deposit | \$1,540.00 |
| (Monetary award to landlord, above) | (\$731.25) |

| | |
|--|-----------------|
| Balance of Deposit to be Returned to Tenant | \$808.75 |
|--|-----------------|

Conclusion

The tenant is awarded a Monetary Order in the amount of **\$808.75** for the return of the balance of the deposit to serve and enforce upon the landlord.

This order must be served on the landlord. If the landlord fails to comply with this order, the tenant may file the order in the Provincial Court (Small Claims) to be 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 *Residential Tenancy Act*.

Dated: February 18, 2020

Residential Tenancy Branch