



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, made on November 7, 2019 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The Landlords and the Tenants attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Are the Landlords entitled to a monetary order for damage to the rental unit, pursuant to Section 67 of the *Act*?
2. Are the Landlords entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?

3. Are the Landlords entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed that the tenancy began on February 1, 2014. During the tenancy, the Tenants were required to pay rent in the amount of \$1,775.00 to the Landlords on the first day of each month. The Tenants paid a security deposit in the amount of \$900.00 which the Landlords continue to hold. The tenancy ended on October 31, 2019.

The Landlords are claiming \$2,625.00 in relation to a quote they received for cleaning the rental unit. The Landlords stated that at the end of the tenancy, the parties came together to complete a move out inspection report. It was noted on the report further cleaning was required throughout the rental unit. The Landlords stated that they did not employ the services of the company who provided the original quote, instead they hired a different company and instructed them to complete cleaning up to \$900.00 which was the amount of the security deposit held by the Landlord. A copy of the invoice was provided in evidence in the amount of \$838.22. The Landlords stated that this amount only covered the cost of cleaning the kitchen and washroom in the home and that the rest of the home has not yet been cleaned.

In response, the Tenants stated that 5 people helped clean the rental unit at the end of the tenancy for a combined total of 20 hours of cleaning. The Tenants stated that they left the rental unit reasonable clean and provided pictures in support. The Tenants stated that they were in a hurry moving out and that they may have missed some areas, but don't agree with the Landlords' claim.

The Landlords have also claimed for an unpaid utility bill in the amount of \$236.47. During the hearing the Landlords confirmed that the Tenants have paid this amount in full, therefore, they were seeking to withdraw the claim. The claim was withdraw accordingly.

The Landlords are claiming \$300.00 in relation to damage cause to the backyard lawn as a result of the Tenants having an above ground pool in the backyard. The Landlords stated that once the Tenants removed the pool, there was an imprint in the soil that was about an inch and a half deep. The Landlords stated that they received a quote in the amount of \$2,500.00 to lay down sod in the backyard, however, they are only claiming for \$300.00. The Landlords confirmed that they have not yet completed the work.

The Tenants responded by stating that they had put some soil and grass seeds down on the damage portion of the lawn at the end of the tenancy. The Tenants provided pictures in support.

If successful, the Landlords are seeking the return of their filing fee.

Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlords to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlords did what was reasonable to minimize the damage or losses that were incurred.

The Landlords are claiming \$2,625.00 in relation to cleaning the rental unit as a result of the Tenants leaving the rental unit dirty at the end of the tenancy. The Landlord stated that they did not incur this cost, however, employed a different company who only

cleaned a portion of the rental unit in the amount of \$838.22. The Landlords stated that they rental unit still requires further cleaning which has not yet been completed.

In this case, I find that the Landlord, have provided insufficient evidence to support their claim for a cleaning quote that they did not end up incurring the costs for. I am satisfied that the rental unit required further cleaning as indicated in the condition inspection report. I am satisfied that the Landlord incurred a cost of \$838.22, therefore I find that the Landlords are entitled to monetary compensation in the amount of \$838.22.

The Landlords are seeking \$300.00 in relation to damage caused to the lawn in their backyard after the Tenants removed their pool at the end of the tenancy. While the Tenants stated that they put some soil and grass seed at the end of the tenancy, I find that the pictures provided by the Tenants would indicate that the lawn continues to be damaged and that no new grass has grown in. In this case, I am satisfied that the Landlords have suffered a loss and find that a monetary amount of \$300.00 is reasonable in this circumstance.

I find the Landlords have established an entitlement to a monetary award for cleaning and for repairing the damage to the lawn in the amount of \$1,138.22. Having been successful, I also find the Landlords are entitled to recover the \$100.00 filing fee paid to make the Application. Further, I find it appropriate in the circumstances to order that the Landlords are entitled to retain the full amount of security deposit held in partial satisfaction of the claim.

Pursuant to section 67 of the Act, I find the Landlords is entitled to a monetary order in the amount of \$338.22, which has been calculated as follows:

Claim	Amount
Cleaning:	\$838.22
Lawn Repair	\$300.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$900.00)
TOTAL:	\$338.22

Conclusion

The Landlords are granted a monetary order in the amount of \$338.22. The monetary order should be served to the Tenants as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims). 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 26, 2020

Residential Tenancy Branch