



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- and a monetary order for money owed or compensation for monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlords' dispute resolution application ('Application') and evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with the Application and evidence. The landlords testified that the tenant had only served them with a portion of their evidentiary materials. In the hearing the landlords confirmed that they were okay with proceeding with the hearing. With the permission of both parties, I read the text messages to the landlords in the hearing, and the landlords confirmed that they had previously seen these messages, and are ok with their admittance. Accordingly, the hearing proceeded as scheduled.

### **Issue(s) to be Decided**

Are the landlords entitled to a Monetary Order for money owed or compensation for loss under the *Act*, regulation or tenancy agreement?

Are the landlords entitled to recover the cost of the filing fee for this application?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began on February 15, 2019, and ended on August 9, 2020. Monthly rent was set at \$950.00, payable on the fifteenth day of each month. The landlords had collected a security deposit in the amount of \$475.00, which they still hold.

The landlords are requesting a monetary order in the amount of \$400.00 to recover the cost of cleaning after the tenant had moved out. The landlords provided a detailed summary of the cleaning, before and after photos, the move-in and move-out inspection report, as well as other documentary evidence including a cleaning invoice in support of their claim. The landlords testified that the tenant failed to leave the home in reasonably clean condition, and as a result they had to pay for 8 hours of cleaning. The landlords testified that the amount of work required exceeded the 8 hours, but they wanted to mitigate the losses at 8 hours for professional cleaning. The landlords confirmed that they re-rented the home for August 15, 2020, and did propose an earlier move-out date, which the tenant agreed to, and was reimbursed a pro-rated amount of rent for. The landlords dispute the tenant's claim that he was pressured to move out early, and that they wanted confirmation of the move-out inspection and move-out date as they had to make arrangements to travel there by ferry.

The tenant is disputing the landlords' monetary claim as he felt rushed to move out, and testified that he did not have enough time to clean the home. The tenant admits that he had missed a few spots, but felt that he had properly cleaned the apartment. The tenant submitted photos of the home, and feels that that the landlords' expectations were too high. The tenant also questioned the validity of the invoice as he was unable to locate the company or GST#.

### **Analysis**

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

I have considered the evidence and testimony before me, and I find that the landlords had provided sufficient evidence to support that the home was not left in reasonably clean condition by the tenant. Although the tenant did submit photographs refuting the landlords' claim, I find that the landlords had submitted very detailed photos showing the before and after condition of the areas that required extensive cleaning, in addition to a detailed summary and move-in and move-out inspection report. Furthermore, the tenant admitted that he had "missed a few spots". Although the tenant believed that the landlords' expectations were too high, I find that the landlords had sufficiently supported their claim with evidence. Furthermore, I find that they supported the value of their loss in the amount claimed. Although the tenant disputed the validity of the invoice, I am not satisfied that the tenant had provided sufficient evidence to support that the landlords had falsified this invoice. Accordingly, I accept the landlords' evidence as submitted.

The tenant also disputed the monetary claim on the grounds that he was rushed or pressured to move out early, and did not have adequate time to clean the home. In consideration of the evidence before me, I find that the landlords did propose to change the move-out date as they had a new tenant moving in on August 15, 2020. I find the landlords' explanation to be reasonable, and I do not find that the landlords had contravened the *Act*. I find that the landlords were within reason to suggest an earlier-move out date, which the tenant accepted and was compensated for. I find that this earlier move-out date did not relieve the tenant of his obligations to leave the home in reasonably clean condition. As stated above, I find that the evidence shows that there was a substantial amount of cleaning that was not completed by the tenant at the end of the tenancy, and the landlords suffered a monetary loss due to the tenant's failure to properly clean the home. Accordingly, I find the landlords are entitled to recover this loss in the amount of \$400.00 as well as the filing fee for this application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlords to retain the tenant's security deposit in partial satisfaction of the monetary claim. The landlords will be provided with a monetary order for the remaining amount.

### **Conclusion**

I allow the landlords' monetary claim of \$400.00 for the tenant's failure to comply with section 37(2)(a) of the *Act*. I also allow the landlords to recover the filing fee for this application. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlords to retain the tenant's security deposit in partial satisfaction of the monetary claim. The landlords will be provided with a monetary order for the remaining \$25.00.

The landlords are provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: November 26, 2020

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Residential Tenancy Branch