



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent, for cleaning costs, for an order to retain the security deposit in partial satisfaction of the claim and to recover the cost of the filing fee

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties agreed that the tenancy began on February 1, 2020. Rent in the amount of \$1,100.00 was payable on the first of each month. The tenant paid a security deposit of

\$550.00 and a pet damage deposit of \$400.00. The parties agreed that the landlord return the pet damage deposit. The tenancy ended on August 7, 2020.

The landlord claims as follows:

a.	Unpaid rent for July 2020 and unpaid prorated rent for August 2020	\$1,048.38
b.	Cleaning	\$ 160.00
c.	Filing fee	\$ 100.00
	Total claimed	\$1,308.38

The landlord testified that the tenant did not pay all rent owed for July 2020. The landlord stated that they received the amount of \$300.00 from the BC rent program. The landlord seeks to recover the unpaid rent for July 2020, in the amount of \$800.00.

The landlord testified that the tenant was living in the rental unit until August 7, 2020. The landlord stated that the tenant did not pay any rent. The landlord seeks to recover prorated rent in the amount of \$248.38.

The landlord testified that the tenant did not clean the stove or the refrigerator and their was dog hair throughout the rental unit. The landlord stated they that there were two of them cleaning for two hours each. The landlord seeks to recover \$40.00 per hour for a total of \$160.00.

The tenant acknowledged they did not pay the landlord \$800.00 for July 2020 rent. The tenant stated they were served with a notice to end the tenancy and need that money to pay a security deposit elsewhere.

The tenant testified that they were suppose to be out of the rental unit on July 31, 2020; however, they needed more time to vacate the premise and asked the landlord for an additional week would be okay. The tenant stated they had permission to stay until August 7, 2020; however, they just assumed the landlord was waiving any rent.

The tenant testified that they ran out of time cleaning the rental unit. The tenant stated they did not have time to clean the appliances. The tenant stated that they thought they had cleaned all the dog hair; however, they admit the landlord's photographs show this was not adequately done. The tenant stated that they believe the amount claimed by the landlord is high.

The landlord responded that the tenant agreed in the tenancy agreement that the hourly rate for cleaning would be \$34.50. The landlord stated that they are claiming \$40.00 per hour because they had to purchase cleaning supplies.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Rules about payment and non-payment of rent are defined in Part 2 of the Act.

Rules about payment and non-payment of rent

26 (1) *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

...

In this case, I accept the evidence of both parties that the tenant failed to pay all rent for July 2020. I find the tenant breached the Act and the landlord suffered a loss. Therefore, I find the landlord is entitled to recover unpaid rent for July 2020, in the amount of **\$800.00**.

In this case, the tenant was residing in the rental unit from August 1 to August 7, 2020. I find the landlord is entitled to recover prorated rent for this time period in the amount of **\$248.38**.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I accept the evidence of the tenant that they ran out of time to clean the appliances; however, that was their responsibility to clean under the Act. I further find it was the tenant's responsibility to ensure that they had removed all pet hair from the premise.

In this case the landlord is claiming for four hours of cleaning. I do not find that amount of time unreasonable. While I accept the landlord is claim the amount of \$40.00 per hour; however, the parties agreed in the tenancy agreement that the hourly rate would be \$34.50. I find the landlord is bound by that agreement. While I accept the difference was for cleaning supplies; however, no receipts were provided for my consideration. Therefore, I grant the landlord four hours of cleaning at the rate of \$34.50 for the total amount of **\$138.00**.

I find that the landlord has established a total monetary claim of **\$1,286.38** comprised of the above described amount and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$550.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$736.38**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: December 14, 2020

Residential Tenancy Branch