



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Salco Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND-S, FF

Introduction

This hearing convened to consider the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- compensation for alleged damage to the rental unit by the tenant;
- authority to keep the tenant's security deposit to use against a monetary award; and
- recovery of the filing fee.

The landlord's agents (landlords) and the tenant attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

Thereafter both parties were provided the opportunity to present their affirmed evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters-

The tenant confirmed receiving the landlord's evidence; however, the landlord denied receiving the tenant's evidence.

The landlord said they received the tenant's evidence by email, but could not open the files.

I decline to accept the tenant's evidence, as I find it was not properly served on the landlord, as email service was not allowed for service of evidence. Additionally, the party sending digital evidence must confirm with the other party that they have playback equipment or is otherwise able to gain access to the evidence.

The tenant was allowed to testify about her evidence.

Additionally, the landlord submitted proof of service by registered mail to the tenant attending the hearing. As there was no evidence that the other tenant was served with the landlord's Application for Dispute Resolution, evidence, and Notice of Hearing (application package), I have removed tenant TF, from any further consideration in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for damage to the rental unit, to keep a portion of their security deposit, and to recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and testimony, not all details of the submissions and/or arguments are reproduced here. The principal aspects of the landlords' claim and my findings around it are set out below.

The landlords submitted a written tenancy agreement showing a tenancy start date of September 1, 2019, for a fixed term through August 31, 2020, monthly rent of \$1,250, and a security deposit of \$625 being paid by the tenants to the landlords. The written tenancy agreement shows the tenancy would continue on a month-to-month basis after the fixed term.

The landlord's monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Extra cleaning	\$125
2. Filing fee	\$100

TOTAL	\$225
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In support of their application, the landlords testified to the following:

The landlord said that they have returned the amount of \$364.75 to the tenants for their security deposit. The tenant ultimately confirmed receiving this amount, although neither party provided proof of the exact amount.

The landlord said that they retained a portion of the tenants' security deposit as the tenants agreed that they could keep \$110 for carpet cleaning, and the remaining portion retained was due to their claim for extra cleaning.

The landlord submitted a monetary order worksheet showing a total claim remaining for extra cleaning in the amount of \$150. The breakdown was 5 hours of cleaning at \$25 per hour, or \$125. The remaining \$25 was not enumerated on the monetary order worksheet, although their application listed the time of 6 hours for cleaning.

In support of their application, the landlords submitted that their photographs show that the tenants did not fully clean the rental unit. Landlord MK said he had to get on his hands and knees to scrub places in the rental unit and the walls were not wiped down, leaving greasy marks. The landlord submitted that there were paint stains on the carpet, which had to be removed.

The landlord submitted that the refrigerator and stove were not clean and crumbs were everywhere. The tenants also left coffee grounds and hair clips, according to the landlord.

The landlord's relevant evidence also included the move-in and move-out condition inspection report (CIR).

Tenant's response –

The tenant submitted that the rental unit was thoroughly cleaned and that the cleaning took three days. While this cleaning process was ongoing, the tenants slept on the floor, according to the tenant.

The tenant denied leaving grease and grime and that the rental unit was left move-in ready. The tenant submitted that the rental unit was cleaner after their tenancy ended than it was at the start of the tenancy.

The tenant submitted the photographs show the rental unit was left clean.

The tenant confirmed she agreed to a deduction for the carpet cleaning.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party, the landlord here, has the burden of proof to substantiate their claim on a balance of probabilities.

Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear.

As such, a tenant is required to remove all belongings including garbage and to clean the rental unit to a reasonable standard.

I find the landlord submitted sufficient documentary and photographic evidence that the tenant failed to leave the rental unit reasonably clean.

While it is clear the tenants did clean the rental unit, I find the landlord's photographic evidence show some areas of deficiency left by the tenants. For instance, the baseboards were shown not to be wiped down, there were greasy marks and stains on the walls in the kitchen, the oven required extra cleaning, the stove extractor fan was not left reasonably clean, and the cupboards required extra cleaning.

The condition inspection report noted the areas of concern.

I find the costs claimed by the landlord to be reasonable and I therefore approve the landlord's monetary claim for 5 hours of cleaning, at \$25 per hour, or **\$125** as claimed on their corrected monetary order worksheet, and for recovery of the filing fee of **\$100**.

For this reason, I find the landlord has established a total monetary claim of **\$225**.

In these circumstances, the evidence provided at the hearing was that the landlord retained \$110 for carpet cleaning as agreed upon, returned the amount of \$364.75 to the tenant from their security deposit, leaving a remaining balance of \$150.25 held by the landlord ($\$625 - \$110 = \$515$ less $\$364.75$ returned to the tenants = $\$150.25$).

I direct the landlord to retain the amount of the remaining balance of the tenants' security deposit held by the landlord of \$150.25, in partial satisfaction of their monetary award of \$225, and grant the landlord a monetary order for the balance of \$74.75.

Conclusion

The landlord has established a monetary claim, in the amount of \$225, for extra cleaning for \$125 and \$100 for recovery of their filing fee.

Pursuant to section 72(2) of the Act, I authorize the landlord to retain the remaining balance of the tenants' security deposit of \$150.25, and grant the landlord a monetary order for the balance of **\$74.75**.

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: April 13, 2021

Residential Tenancy Branch