



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S

Introduction

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

- a monetary order for damage pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;.

The landlord, S.C. and her witness, R.C. attended the hearing via conference call and provided undisputed affirmed testimony.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord served the tenant with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on January 8, 2021 and has submitted a copy of the Canada Post Customer Receipt and Tracking label as confirmation. The landlord stated that the tenant provided the forwarding address in writing in a note given to the landlord on the condition inspection move-out date of December 31, 2021. The landlord stated that this address was then copied onto the incomplete condition inspection report for the move-out. I accept the undisputed affirmed evidence of the landlord and find that the tenant was sufficiently served. Despite not attending the tenant is deemed served as per section 90 of the Act.

During the hearing, the landlord clarified that her witness, R.C. was her agent and not a witness. On this basis, R.C. was affirmed and allowed to represent the landlord and make submission on behalf of the landlord his spouse.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage?

Background and Evidence

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

This tenancy began on June 15, 2017 on a two year fixed term ending on May 31, 2019 and then thereafter on another fixed term or month-to-month basis as per the submitted copy of the signed tenancy agreement dated May 26, 2017. The monthly rent was \$2,700.00 payable on the 1st day of each month. A security deposit of \$1,350.00 was paid on June 15, 2017.

The landlord seeks a monetary claim of \$1,361.50 which consists of:

\$100.00	Filing Fee
\$150.00	Furniture Removal Costs
\$25.00	Cleaning, hallway move-out
\$50.00	Parking Stall Stain Removal
\$175.00	Professional Cleaning
\$100.00	Professional Steaming
\$20.00	Garbage Removal
\$35.00	Replace 7 light bulbs
\$45.00	Clogged Drain
\$661.50	Cleaning, Jan 1. 14 hours, Jan 2. 4 hours

The landlord claims that at end of tenancy the tenant had not fully vacated and the rental unit was not cleaned. The landlord seeks cleaning costs as noted above for cleaning carpets, appliances, window coverings, windows, balcony, walls, baseboard heaters, fireplace, light fixtures and the parking stall.

The landlord seeks \$150.00 for the cost of furniture removal. The landlord claims that the tenant left furniture in the strata common areas and was given 24 hours to remove the furniture. The landlord stated that they were facing a strata fine of \$195.00 if the furniture was not removed. The landlord removed the furniture from the strata common area and seeks compensation based upon 2 ½ hours of labour to drive the 15 km

distance at \$45.00 per hour. During the hearing the landlord clarified that section 1 on page 2 of 4 of the signed "Residential Tenancy Agreement Addendum" under Mandatory Move out Checklist & Associated Costs which provides for \$150.00 per truck load of removing furniture.

The landlord seeks \$25.00 for the cost of cleaning the strata common area hallway. The landlord stated that the strata common area hallway was found dirty requiring cleaning that was caused by the tenant. The landlord stated that he spent 40 minutes vacuuming the hallway.

The landlord seeks \$50.00 for parking stall stain removal. The landlord found stains in the concrete and instead of incurring a strata fine chose to clean the stain himself. The landlord stated 1.25 hours was spent cleaning as well as travel to purchase the cleaning solution at \$45.00 per hour.

The landlord seeks \$175.00 for professional cleaning costs. The landlord stated that the rental unit was found dirty requiring cleaning as per the submitted photographs, "Photo" #2, #3, #5, #10, #14, #16, #19, #20 and #23. A review of the photographs show a dirty refrigerator, paper "stuck on the wooden floor", a dirty window sill, a dirty dishwasher, a dirty microwave, garbage left under bedframe, dirt and dust debris on the floor, dirt and dust on baseboards, dirty light fixtures in the sink and floor stains. . During the hearing the landlord clarified that no professional cleaning services were retained and based the compensation request on section 1 on page 2 of 4 of the signed "Residential Tenancy Agreement Addendum" under Mandatory Move out Checklist & Associated Costs, which provides for \$175.00 for Professional Cleaning when the rental unit is left dirty.

The landlord seeks \$100.00 for Professional Carpet Steaming based upon section 1 on page 2 of 4 of the signed "Residential Tenancy Agreement Addendum" under Mandatory Move out Checklist & Associated Costs, which provides for \$100.00 for Professional Steam. The landlord stated that the carpets were stained.

The landlord seeks \$20.00 for the cost of garbage removal based upon section 1 on page 2 of 4 of the signed "Residential Tenancy Agreement Addendum" under Mandatory Move out Checklist & Associated Costs, which provides for \$20.00 for removal of garbage per bag. The landlord referred to "photo" #24 and #25 which shows the rental unit with garbage left under the bedframe.

The landlord seeks \$35.00 for the replacement cost of 7 normal lightbulbs at \$5.00 per bulb. The landlord relies upon section 1 on page 2 of 4 of the signed "Residential tenancy Agreement Addendum" under Mandatory Move out Checklist & Associated Costs, which provides for \$5.00 per bulb for the replacement of normal lightbulbs. The referred to "photo" #7 a picture of 7 lightbulbs the landlord claims were not working.

The landlord seeks \$45.00 for the cost of a clogged drain found at the end of the tenancy. The landlord referred to section 1 on page 2 of 4 of the signed "Residential Tenancy Agreement Addendum" under Mandatory Move out Checklist & Associated Costs, which provides for \$45.00 for the cost of fixing a clogged drain. The landlord relies upon the submitted "photo" #21 a picture of the main bathroom sink drain with an obstruction.

The landlord seeks \$661.50 as compensation for 18 hours cleaning at \$35.00 per hour. The landlord claims that the rental unit was left dirty requiring cleaning of 14 hours on January 1 and 4 more hours of cleaning on January 2. The landlord referred to "photo) #1, #2, #3, #4, #5, #10, #11, #12, #13, #14, #16, #18, #19, #20, #22, #23, #24, #25 and #27. The landlord stated that the rental unit required cleaning of the windows, window coverings, fireplace and baseboards.

During the hearing the landlord also referred to the "metrovancover" dump fee receipt for \$35.00 dated December 31, 2020.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

In this case, I accept the undisputed affirmed evidence of the landlord and find that the tenant vacated the rental unit leaving it dirty requiring cleaning. The landlord referred to a total 19 photographs during the hearing as proof that the rental unit was left dirty. On

this basis, I find that the landlord has established a monetary claim for the following claims:

\$150.00	Furniture Removal Costs
\$25.00	Cleaning, hallway move-out
\$175.00	Professional Cleaning
\$100.00	Professional Steaming
\$20.00	Garbage Removal
\$35.00	Replace 7 light bulbs
\$45.00	Clogged Drain

The landlord provided undisputed affirmed evidence that the tenant vacated the rental unit leaving the unit dirty, the flooring stained, garbage left behind and furniture abandoned in the strata common areas. The landlord has established a total claim based upon the above items for \$550.00.

On the remaining two items of claim for:

\$50.00	Parking Stall Stain Removal
\$661.50	Cleaning, Jan 1. 14 hours, Jan 2. 4 hours

The landlord's claim of \$50.00 for cleaning a parking spot stain removal is based upon a 1.25 hours of cleaning at \$45.00 per hour which equals \$56.25. The landlord basis this calculation on \$45.00 per hour from the Mandatory Move out Checklist & Associated Costs from section 1, page 2 of 4 which provides for a \$45.00 per hour for "Repair of Damages". The landlord was unable to provide any details to clarify the discrepancy on this claim. Despite, this the landlord provided undisputed affirmed evidence that the parking stall was left with a stain and is limited to the claim limit of \$50.00 based upon the details of the monetary worksheet for the application filed.

On the claim of \$661.50 for cleaning, I find that the landlord has been unsuccessful. During the hearing the landlord had already sought a claim based on item #5 for "Professional Cleaning" in which the landlord performed all of the cleaning and no professional services were retained. The landlord referred to 9 of the same 19 photographs referred to in evidence as proof of the rental unit being left dirty requiring cleaning. The landlord was asked to clarify the difference between the two claims but was unable to provide any clarification. The two claims were noted as being close to being a "duplicate clam". The landlord stated that item #5 for \$175.00 should be cancelled and that he wished to proceed with item #10 for \$661.50 as the amount of

hours spent cleaning was in excess of compensation sought of \$175.00. I find a “professional cleaning” claim of \$175.00 based upon the Mandatory Move out Checklist & Associated Costs was a pre-agreed upon amount for cleaning as found in the signed tenancy agreement. I find that this limits the landlord’s claim for cleaning to that agreed amount and the claim for \$661.50 is dismissed.

The landlord has established a total monetary claim of \$600.00.

The landlord is entitled to recovery of the \$100.00 filing fee.

I authorize the landlord to retain \$700.00 from the \$1,350.00 security deposit in satisfaction of this claim. \$0.00 deposit interest is due. The tenant is granted a monetary order for \$650.00 for the outstanding balance for return of the remaining portion of the security deposit.

Conclusion

The tenant is granted a monetary order for \$650.00.

This order must be served upon the landlord. Should the landlord fail to comply, the 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: May 12, 2021

Residential Tenancy Branch