



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARMENT RENTALS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

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

- a monetary order for damage to the rental unit 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;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent, R.T. (the landlord) and the tenant attended the hearing via conference call and provided affirmed testimony.

Both parties were 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.

Both parties confirmed the landlord served the tenant with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on April 21, 2021. The landlord also clarified that out of the 12 documentary evidence files submitted only 7 were served to the tenant. The tenant confirmed that no documentyar evidence was submitted by her. Neither party raised any other service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 71 of the Act. As the landlord failed to serve the remaining 5 documentary evidence files identified during the hearing these files are excluded from consideration in this hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage and recovery of the filing fee?
Is the landlord entitled to recovery of the filing fee?

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 February 1, 2020 on a fixed term tenancy ending on January 31, 2021 as per the submitted copy of the signed tenancy agreement dated December 31, 2019. The monthly rent was \$1,700.00 payable on the 1st day of each month. A security deposit of \$850.00 was paid.

The landlord seeks a monetary claim of \$340.00 which consists of:

\$240.00	Cleaning costs
\$100.00	Filing Fee

The landlord clarified that the tenant failed to clean the rental unit upon vacating it leaving it dirty requiring cleaning. The landlord provided an invoice dated April 7, 2021 for cleaning service at a cost of \$240.00 for 5 hours of cleaning. The landlord also seeks to offset their monetary claim against a \$850.00 security deposit currently held by the landlord.

The landlord relies upon an incomplete condition inspection report and a copy of a video taken of a walk through of the rental unit.

The tenant disputes the landlord's claim arguing that she did clean the rental unit by mopping and wiping everything down.

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 affirmed testimony of both parties and find on a balance of probabilities that the landlord has established a claim for the costs of cleaning of \$240.00. Both parties relied upon the landlord's submitted video of 13:13 in length. A review of this video shows the landlord entering the rental unit inspecting each space noting hair on the bathroom counter; water spots in the sink; spots on the mirror; dirty toilet seat; mildew on bathtub tile; dust on washer; lint in the dryer; lint in the lint trap; stains on the cooktop; oil/grease on stove and in oven; dirty under the stove; dirty microwave; sticky drawers; dirty fridge; and dirty fan cover.

In this claim I find that the landlord has provided sufficient evidence that although not clean the landlord has provided evidence that the rental unit was left moderately dirty requiring cleaning. I note the majority of issues stemmed from the kitchen and bathroom which would require the most cleaning efforts. As such, I grant the landlord's monetary claim of \$240.00 for cleaning costs based upon the submitted invoice.

The landlord is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to offset his claim against the \$850.00 security deposit held. The landlord is ordered to return the outstanding balance of \$510.00 to the tenant forthwith.

Conclusion

The tenant is granted a monetary order for \$510.00.

This order must be served upon the landlord. Should the landlord fail to comply with this order, 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: September 10, 2021

Residential Tenancy Branch