



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Associa British Columbia Inc.
Rental Division of RHOME Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on May 4, 2021 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage, compensation, or loss;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The Landlord's Agent C.D. and the Tenant attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the rental unit, pursuant to Section 67 of the *Act*?

2. Is the Landlord entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?
3. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed that the tenancy began on April 1, 2017. Near the end of the tenancy, the Tenant was required to pay rent in the amount of \$1,652.30 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$775.00 which the Landlord continues to hold. The parties also agreed that the tenancy ended on May 1, 2021.

The Landlord is claiming \$165.00 in relation to carpet cleaning which was not completed by the Tenant at the end of the tenancy. During the hearing, the Tenant agreed to compensate the Landlord this amount.

The Landlord is also claiming \$309.75 in relation to cleaning the blinds in the rental unit. The Landlord's Agent stated that the parties came together on April 30, 2021 at which point the Landlord's Agent notified the Tenant that the blinds required further cleaning. The Landlord's Agent stated that she returned to the rental unit the following morning to find that they had still not been cleaned. The Landlord's Agent stated that she hired someone to clean the blinds and provided an invoice and pictures in support.

The Tenant responded by agreeing that the blinds could have used a bit more cleaning but that she was not left with sufficient notice by the Landlord to clean the blinds. The Tenant stated that the Landlord sanded and painted the walls in the rental unit which may have contributed to them being dirty.

Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

According to the Residential Tenancy Policy Guideline 1; The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act*.

I accept that during the hearing, the Tenant agreed to compensate the Landlord \$165.00 for carpet cleaning. As such, the Landlord is entitled to **\$165.00**.

With respect to the cleaning of the blinds in the rental unit, I find that the Landlord has provided sufficient evidence to demonstrate that the blinds required further cleaning. I find that the Tenant had ample opportunity during her tenancy to clean the blinds. I do not accept that the Tenant ran out of time, therefore, did not complete the cleaning as required. I find that the Landlord is entitled to compensation in the amount of **\$309.75**.

Having been successful, I find the Landlord is entitled to recover the **\$100.00** filing fee paid to make the Application. I also find it appropriate in the circumstances to order that the Landlord retain \$574.75 from the \$775.00 security deposit held in satisfaction of the claim ($\$775.00 - \$574.75 = \$200.25$).

Pursuant to section 67 of the *Act*, I find the Tenant is entitled to a monetary order in the amount of \$200.25, which represents the remaining balance of their security deposit less the previously mentioned deductions.

Conclusion

The Landlord has established an entitlement to monetary compensation in the amount of \$574.75 which has been deducted from the security deposit. The Tenant is granted a monetary order in the amount of \$200.25 which represents the remaining balance of the Tenant's security deposit. The order should be served to the Landlord as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 01, 2021

Residential Tenancy Branch