



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with an adjourned Application for Dispute Resolution by the Landlords filed under the Residential Tenancy Act (the “Act”) for a monetary order for damages or losses due to the tenancy, for permission to retain the security deposit, and for the return of their filing fee. The matter was set for a conference call.

Both the Landlords attended the conference call hearing and were reminded that the affirmation they provided on August 26, 2021, carried forward to today's proceedings. As the Tenants did not attend these proceedings, service of the Notice of hearing documents was considered. These proceedings were convened due to an adjournment of the August 26, 2021 proceedings; due to this adjournment, the Notice of hearing documents were served to the Tenants by the Residential Tenancy Branch. Therefore, I find that the Tenants were served with the Notice of hearing documents in accordance with the *Act*.

The Landlords were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. The Landlords were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Are the Landlords entitled to a monetary order for damages or losses due to the tenancy?
- Are the Landlords entitled to retain the security deposit?
- Are the Landlords entitled to the return for their filing fee for this application?

Background and Evidence

While I have considered all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The tenancy agreement recorded that this tenancy began on May 24, 2021, as a one-year and six-day fixed term tenancy that rolled into a month-to-month tenancy at the end of the initial fixed term. Rent in the amount of \$2,100.00 was to be paid by the last day of each month, and the Landlord had been given a \$1,050.00 security deposit at the outset of the tenancy. The Landlord submitted a copy of the tenancy agreement and move-in inspection report into documentary evidence.

The Landlords testified that the tenancy ended the unit in accordance with the *Act* on March 15, 2021. The Landlord testified that the move-out inspection had been completed on March 15, 2021, but that the Tenants had refused to sign the completed inspection report. The Landlord submitted a copy of the condition inspection report into documentary evidence.

The Landlord testified they are claiming for \$387.50 in compensation for their labour to clean the rental unit at the end of this tenancy, consisting of \$15.5 hours of work at \$25.00 per hour and for \$87.53 in cleaning supplies. The Landlords testified that the Tenants returned the rental unit to the extremely dirty, and they had to clean the central dust-trap of the air vacuum system, saying that it looked like it had never been emptied during the tenancy and was clogged, that they had to clean dust from window blinds throughout the rental unit, cleaning garbage left scattered in the backyard, clean the interior windows and frames, clean mould, stains, and lint from the washer and dryer, clean the dishwasher interior and exterior, clean the cupboard doors, clean the microwave and range hood vents, and clean the light fixtures of dust throughout the rental unit. The Landlord submitted two invoices and 35 pictures of the rental unit into documentary evidence.

The Landlord testified they are also claiming \$90.00, consisting of \$15.00 per hour for six hours for a professional cleaner to do additional cleaning at the end of this tenancy. The Landlord submitted an e-transfer receipt into documentary evidence.

The Landlord testified they are claiming for an additional \$58.80 to recover their costs to dry clean the curtains at the end of this tenancy as the Tenants did not clean them as required. The Landlord submitted a visa payment receipt into documentary evidence.

The Landlords testified they are claiming for \$25.00 in compensation for their labour to repair a damaged linoleum floor at the end of this tenancy. The Landlords testified that it took them one hour to repair the floor. The Landlords reference the move-out inspection and picture evidence they already submitted into documentary evidence.

The Landlords testified they are claiming for \$70.00 in compensation for hot water consumption to clean a jacuzzi and \$16.50 for jacuzzi cleaner. The Landlords testified that the Tenants had let the jacuzzi get so dirty that they had to fill it 14 times and use a special cleaning in order to get it clean at the end of tenancy, and that they are seeking \$5.00 of compensation per full to account for the hot water consumption. The Landlord testified that they spoke to someone at BC hydro who quoted them a cost of \$5.00 to fill and heat a hot water tank. The Landlord submitted a bank transaction statement and seven pictures into documentary evidence.

The Landlords testified they are claiming for \$18.03 in compensation for their costs to replace blown and missing lightbulbs from the rental unit at the end of this tenancy. The Landlord submitted one invoice into documentary evidence.

Additionally, the Landlords testified they are claiming for \$13.29 to replace a broken light shade; the Landlords testified that the tenants returned the rental unit to them with a broken light shade and that they were able to find a replacement. The Landlord submitted a bank transaction statement into documentary evidence.

Finally, the Landlords testified that they are requesting to recover their Canada Post fees for costs to mail documents to the Tenants in the amount of \$24.55. The Landlord submitted one Canada Post receipt into documentary evidence.

Analysis

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

I find that these parties initially entered into a fixed term tenancy agreement that rolled into a month-to-month tenancy as of May 31, 2020, and that this tenancy ended on March 15, 2021, in accordance with the *Act*.

The Landlords are claiming for \$387.50 in compensation for their labour for clearing the rental unit at the end of this tenancy, the Landlords are requesting \$25.00 per hour for 15.5 hours of cleaning, A party that makes an application for monetary compensation against another party has the burden to prove their claim. The Residential Tenancy Policy Guideline #16 Compensation for Damage or Loss provides guidance on how an applicant must prove their claim. The policy guide states the following:

“The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To determine whether compensation is due, the arbitrator may determine whether:

- A party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- Loss or damage has resulted from this non-compliance;
- The party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- The party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Section 37(2) of the *Act* states the following regarding the conditional of the rental unit at the end of a tenancy:

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

After reviewing the Landlords move-out inspection and picture evidence, I find that this evidence shows that the Tenants returned the rental unit to the Landlords in an unclean state. Therefore, I find that the Tenants were in breach of section 37(2) of the *Act* when they returned this rental unit to the Landlords uncleaned. I also find that the Landlords have provided sufficient evidence to prove the value of this loss and that they took reasonable steps to minimize the losses due to the Tenant's breach by cleaning the rental unit themselves. Therefore, I award the Landlords their requested cleaning compensation in the amount of **\$387.50**.

The Landlords are also claiming for \$87.53 in the recovery of their costs for cleaning supplies, as it has already been determined that the Tenant breached section 37(2) of the *Act* when they returned this rental unit to the Landlords uncleaned, I find that the Landlords are also entitled to the recovery of their costs for cleaning supplies. Therefore, I award the Landlords their requested cleaning compensation in the amount of **\$87.53**.

The Landlords are claiming for \$25.00 in compensation for their labour to repair a damaged linoleum flooring at the end of this tenancy. After reviewing the Landlords move-out inspection and picture evidence, I find that this evidence shows that the Tenants returned the rental unit to the Landlords with a damaged linoleum floor. Therefore, I find that the Tenants were in breach of section 37(2) of the *Act* when they returned this rental unit to the Landlords damaged. I also find that the Landlords have provided sufficient evidence to prove the value of this loss and that they took reasonable steps to minimize the losses due to the Tenant's breach by repairing the floor in the rental unit themselves. Therefore, I award the Landlords their requested cleaning compensation in the amount of **\$25.00**.

The Landlords are claiming for \$70.00 in compensation for water consumption to clean a jacuzzi at the end of this tenancy. After reviewing the Landlords move-out inspection and picture evidence, I find that this evidence shows that the Tenants returned the rental unit to the Landlords with a dirty jacuzzi. Therefore, I find that the Tenants were in breach of section 37(2) of the *Act* when they returned this rental unit to the Landlords with a dirty jacuzzi. However, after reviewing the Landlords testimony and documentary evidence, I find that there is insufficient evidence to prove the value of this loss.

Therefore, I decline to award the Landlords their requested water consumption compensation.

The Landlords are claiming for \$18.03 in compensation for their costs to replace blown and missing lightbulbs from the rental unit at the end of this tenancy. After reviewing the Landlords move-out inspection and picture evidence, I find that there is no evidence showing that the Tenants returned the rental unit to the Landlords with a blown and missing lightbulb at the end of this tenancy. Therefore, I decline to award the Landlords their requested costs to replace blown and missing lightbulbs.

Additionally, the Landlords are claiming for \$178.59 in compensation for their costs consisting of \$13.29 to replace a broken light shade, \$16.50 jacuzzi cleaner, \$58.80 for dry cleaning curtains and \$90.00 for a professional cleaner at the end of this tenancy. After reviewing the Landlords invoice evidence for these items, I noted that the Landlord had not produced the actual invoices or receipts for these items. In the absence of a detailed receipt or invoice, I find that there is insufficient evidence before me to prove to my satisfaction the value of the losses claimed for in these parts of the Landlords' claim. Therefore, I dismiss the Landlords claims for \$13.29 to replace a broken light shade, \$16.50 jacuzzi cleaner, \$58.80 for curtain dry cleaning and \$90.00 for a professional cleaner in their entirety.

The Landlords have also claimed for compensation for Canada Post fees for costs to mail documents related to these proceedings to the Tenants. With the exception of compensation for filing the Application for Dispute Resolution, the Act does not permit a party to claim for compensation for other costs associated with participating in the dispute resolution process. Therefore, I dismiss the Landlord's claim to recover Canada post fees.

Finally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlords have been partially successful in their application, I find that they are entitled to the recovery of their **\$100.00** filing fee for this application.

Overall, I award the Landlords \$600.03, consisting of \$387.50 in labour for cleaning, \$87.53 in cleaning supplies, \$25.00 in labour to repair a floor, and \$100.00 in the recovery of their filing fee for this application. I grant permission to the Landlords to retain \$825.03 of the security deposit for this tenancy in full satisfaction of this award.

I order the Landlords to return the remaining value of the security deposit that they are holding for this tenancy, in the amount of \$449.97, to the Tenants within 15 days of the date of this decision.

I grant the Tenant leave to apply for the return of double her security deposit if the Landlords fails to return the deposit as ordered.

Conclusion

I grant the Landlords permission to retain \$600.03 of the security deposit for this tenancy in full satisfaction of the awards contained in this decision.

I order the Landlords to return the remaining security deposit in the amount of \$449.97 to the Tenants within 15 days of the date of this decision.

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 17, 2021

Residential Tenancy Branch