



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Centurion Property Associates
Inc and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on July 14, 2021 seeking an order to recover the money for damages to the rental unit, and to recover the filing fee for the Application. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on January 28, 2022. In the conference call hearing I explained the process and provided the attending parties the opportunity to ask questions.

The Tenants and the Landlord each attended the hearing, and I provided each with the opportunity to present oral testimony. In the hearing, the Tenants confirmed they received notice of the hearing via registered mail. The Landlord also confirmed they received the evidence prepared by the Tenant. On this basis, the hearing proceeded.

Issues to be Decided

Is the Landlord entitled to compensation for damages to the rental unit, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to recover the filing fee for this Application, pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord applied for a monetary order for \$340 in damages that occurred during the tenancy from August 1, 2019 to June 30, 2021. The Tenants paid a security deposit and a pet damage deposit each of \$747.50 at the start of the tenancy. The Tenants initiated the end of

the tenancy by informing the Landlord on June 1, 2021. The move-out date was June 29, 2021.

IN the hearing the Landlord set out how they provided a schedule of costs associated with inadequate cleaning or damages in the rental unit. This document is in the Landlord's evidence. There is also a 2-page list of instructions on how to prepare the rental unit for move out, room-by-room.

The Landlord scheduled a move-out inspection meeting for June 29, 2021. The Landlord described the meeting as incomplete when the Tenants left the premises before its conclusion. The Landlord provided a copy of the "Move In / Move Out Condition Report". This provides that the rental unit was brand new in July 2019 when the Tenants moved in. The document lists miscellaneous items of cleaning for each room within the rental unit as well as the balcony. The document lists items for cleaning at \$320, and repairs for \$20. For this work, the Landlord has in-house custodial staff for this kind of work.

The Tenants stated that their experience in the final move-out inspection meeting was very stressful, and on doctor's orders they left the meeting before its conclusion. The move-out process caused an "enormous" amount of stress, due to the caretaker's misbehaviour. The Landlord insisted on taking pictures before the meeting was complete. The Tenant described some mention of a power washer need for the patio/balcony area. The Tenants stated in the hearing they reviewed the Landlord's list of instructions with the Residential Tenancy Branch, who advised that "half of what was on the list was unacceptable."

The Landlord described taking a "conservative" approach to what they found in the rental unit. Two areas in the rental unit, the balcony and one bedroom, had pet waste that would normally require work beyond the capability of the in-house cleaning staff. In the space of one year, with the balcony in particular looking as it did was "absolutely unacceptable."

Analysis

To be successful in a claim for compensation for damage or loss the applicant bears the burden of giving enough evidence to establish the following:

1. That the damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**

4. Steps taken, if any, to mitigate the damage or loss.

The relevant portion of the *Act* regarding a Tenant's obligations at the end of a tenancy is s. 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 . . .

I find the Landlord provided amply instruction to the Tenants on how to prepare the unit in a state that is acceptable to any following tenants who may be occupying the rental unit. I find the Tenants are responsible for a level of cleaning that is reasonable and undamaged.

The Landlord presented sufficient evidence to show that additional cleaning was necessary. The Tenants stated their disapproval with the day of move-out and the pressure they felt within the meeting. They are still, however, responsible for a fulsome cleaning of the rental unit at the end of the tenancy. What I find in the photos shows the need for oven/stove cleaning, the balcony and one other discrete area of the floors.

The Landlord provided the amount of \$320 for cleaning, and \$20 for damage. There is no account of damage, and I should not have to infer that damage indicates missing light bulbs. Without a clear statement of what the \$20 accounts for, I deny this piece of the claim to the Landlord.

The \$320 cleaning is similarly not itemized. If it is cross-referenced from the move-out fees, that is not clear to me and I am not the one to determine what the calculation must be, with a high likelihood of error. However, I understand that there was a need for incidental cleaning, for the oven and the balcony and other flooring. For this I grant two hours of cleaning time, judging from what the Landlord's photos show. This amount is \$180. The Landlord is specific on the cost of oven/stove cleaning, and I find the pictures they provided show the need for that, for items beyond reasonable wear and tear given the virtual new state of the rental unit. That added amount is \$60, making the total fairly owed to the Landlord to be \$240.

The Tenants provided copies of the Landlord's own photos and labelled most of them as "undescriptive", as an indication that the photos don't truly show a need for cleaning. On my review, I find the photos do show the need for some cleaning, and the Landlord spoke to this to a sufficient degree in the hearing. Had the Tenants remained for the entirety of the move-out inspection meeting, they most likely would have understood the need for fuller cleaning throughout and had the chance to resolve the situation and complete cleaning as required.

As the Landlord was successful in this Application, I find they are entitled to recover the \$100 Application filing fee.

The *Act* s. 72(2) gives an arbitrator the authority to make a deduction from the security deposit and/or pet damage deposit held by a landlord. The Landlord here has established a claim of \$340. After setting off the security deposit and pet damage deposit, there is a balance of \$1,155. I am authorizing the Landlord to keep the \$340 amount and order the return of the balance to the Tenants. I grant the Tenants a monetary order for the balance amount.

Conclusion

Pursuant to s. 67 and 72 of the *Act*, I grant the Tenants a monetary order in the amount of \$1,155 for the return of the remainder of the deposits they paid. The Tenants are provided with this Order in the above terms, and they must serve this monetary order to the Landlord as soon as possible. Should the Landlord fail to comply with this Order, the Tenants may file it in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: January 28, 2022

Residential Tenancy Branch