



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNRL, FFL

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence by email on September 2, 2021, in accordance with a Decision on substituted service dated September 2, 2021. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on March 1, 2020 and ended on April 23, 2021. At the outset of the tenancy the Landlord collected a security deposit of \$537.50 and a non-refundable move-in fee of \$150.00. The Tenant also paid a deposit of \$500.00 to the Landlord’s

Strata and that sum has been returned to the Tenant. The Parties mutually conducted both a move-in and move-out inspection with reports completed and copied to the Tenant. The Tenant has not provided a forwarding address.

The Tenant failed to pay rent for March and April 2021 and the Landlord claims \$2,105.00.

The Tenant failed to clean the 600 sq foot unit as thoroughly as expected and the Landlord claims \$381.14 as the costs of a cleaning company with an hourly rate of \$33.00. The Landlord also claim an additional \$420.00 as the costs of the Landlord's own labour to complete a "deep clean". It is noted that the Landlord sets out an hourly rate of \$35.00. After the end of the tenancy the unit was not rented and was sold. The Landlord provides copies of the move-in and move-out reports, photos and invoices.

The Tenant failed to clean the carpet and the Landlord claims \$126.00 as the costs to hire a carpet cleaner. The Landlord has this invoice on hand.

The Tenant left a toilet seat cracked and the Landlord claims \$12.10. No receipt for the purchase of the toilet seat was provided and the Landlord does not have an invoice on hand.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Based on the Landlord's undisputed evidence of rents unpaid I find that the Landlord has substantiated an entitlement to **\$2,105.00**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for

damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. Based on the Landlord's undisputed evidence that the Tenant failed to leave the unit clean and given the provision of the invoice of the costs incurred I find that the Landlord has substantiated the cleaning costs claimed of **\$381.15**. Given the move-out report noting a cracked toilet seat I find that the Landlord has substantiated that the Tenant left the toilet seat damaged and failed to repair it at move-out. Although the Landlord did not provide a receipt for this item, given that the sum claimed is nominal I find that the Landlord is entitled to the nominal sum of **\$12.10** for the Tenant's breach of the Act. Based on the Landlord's undisputed evidence that the Tenant failed to clean the carpets at move-out and accepting that the Landlord has this invoice on hand, I find that the Landlord has substantiated the carpet cleaning cost of **\$126.00**.

Given the move-out report and photos I consider that the Landlord's claim for costs for a "deep clean" to be excessive. Further in claiming a higher hourly rate than was provided by the prior cleaning company I find that that the Landlord failed to take reasonable steps to mitigate any additional cleaning costs. For these reasons I dismiss the Landlord's claim for \$420.00.

As the Landlord's claims have met with substantial success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,724.25**. Deducting the security deposit plus zero interest of **\$537.50** from this entitlement leaves **\$2,186.75** owed to the Landlord.

### Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$537.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the balance due of **\$2,186.75**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: March 02, 2022

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Residential Tenancy Branch