



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREENBRIER HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDCL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary order in the amount of \$595.00 for suite cleaning and furniture removal, to retain the tenants' security deposit towards any amount owing, and to recover the cost of the filing fee.

An agent for the landlord, CV (agent), a building manager for the landlord, EE (building manager), and the tenants attended the teleconference hearing and gave affirmed testimony. The parties were advised of the hearing process and were given the opportunity to ask questions about the hearing process during the hearing. A summary of the testimony and evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As neither party raised any valid concerns regarding the service of documentary evidence, I find the parties were sufficiently served in accordance with the Act.

Preliminary and Procedural Matter

The parties confirmed their respective email addresses. The parties confirmed their understanding that the decision would be emailed to both parties.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenant's security deposit under the Act?

- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of a tenancy agreement was submitted in evidence. A month-to-month tenancy began on February 1, 2021. Monthly rent was \$1,500.00 per month and was due on the first day of each month.

The tenants claim they vacated on September 30, 2021 and placed the key into unit 103 for the building manager, which was 2 to 3 weeks before the former building manager, A, passed away. The tenants testified that they gave their one-month notice to vacate in August 2021, effective September 30, 2021.

The landlord clarified at the hearing that the landlord is seeking \$270.00 for suite cleaning, \$200.00 for furniture removal and \$100.00 for the filing fee. As a result, the monetary claim was reduced from \$595.00 to \$570.00.

Regarding item 1, the landlord has claimed \$270.00 for suite cleaning. The landlord submitted many colour photos in evidence in support of the tenants not cleaning the rental unit to a reasonable standard before they vacated. The following photos were presented by the landlord:

- a. Stove burners dirty in sink
- b. New stove in February 2021 and left dirty when vacant
- c. Food left in freezer
- d. Fridge left dirty
- e. Items left in kitchen cabinets and dirt on the shelves
- f. Furniture left in the living room.
- g. Dirt on the carpet and lino flooring
- h. Toilet dirty and clogged

The landlord submitted two cleaning invoices, the first dated October 4, 2021 for \$120.00 and the other dated October 5, 2021 for \$150.00. The landlord testified that they did not charge the tenants to clean the range hood, which was also left dirty.

The tenants' response to this item was that they felt that 9 hours of cleaning was too high. The tenants did admit to leaving some personal items such as tea in the cabinets and that the stove burners were also left in the sink. The tenants also stated that they felt rushed and pressured and did leave some items in the freezer before vacating. The

agent testified that the tenants were not rushed, just did not plan their time well and that they were still loading a truck with their belongings late on the day they should have been ready for an inspection and already vacated.

Regarding item 2, the landlord has claimed \$200.00 for the cost to remove the furniture left behind by the tenants. The signed tenancy agreement does not indicate that the monthly rent included a furnished rental unit. The agent testified that the tenants negotiated for the furniture to be left in the rental unit as the tenants stated they could use the furniture. The tenants responded by denying that they negotiated with the previous tenants to leave any furniture. The tenants admitted during the hearing that there was no communication during the tenancy for the removal of furniture from the rental unit during the tenancy. The tenants claims that the furniture left behind did not belong to them. The tenants referred to an apartment listing that showed the couch in the rental unit in approximately January 2021.

The agent responded by stating that the rental ad was not from the landlord and was posted by the previous tenant. The agent presented a colour photo showing both a couch and a chair left in the living room of the rental unit. Another colour photo shows a white dresser left in another room of the rental unit. The tenants stated that they do not think it is fair to be held responsible for furniture that was not theirs.

Regarding the forwarding address of the tenants, the tenants provided their written forwarding address via text on October 1, 2021 and the landlord filed their claim on October 8, 2021, which is within the 15-day timeline provided for under the Act.

Analysis

Based on the documentary evidence presented, the testimony of the parties and on the balance of probabilities, I find the following.

Test for damages or loss

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 in sections 7 and 67 of the Act. Accordingly, 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 the matter before me, the landlord bears the burden of proof to prove all four parts of the above-noted test for damages or loss.

Item 1 - The landlord has claimed \$270.00 for suite cleaning. I have reviewed the colour photos in evidence and find that they support that the tenants failed to leave the rental unit in a reasonably clean condition as required by section 37(2)(a) of the Act. Therefore, I find the landlord has met the burden of proof and that the tenants breached section 37(2)(a) of the Act. Given the 2 invoices which total \$270.00, I grant the landlord **\$270.00** for this portion of the claim. I disagree with the tenants that 9 hours of cleaning was too high as I find the photo evidence supports the needs for the cleaning amount claimed.

Item 2 - The landlord has claimed \$200.00 for the cost to remove the furniture left behind by the tenants. Due to the signed tenancy agreement not being a furnished tenancy, I find that section 14 of the *Residential Tenancy Regulation* confirms that the rental unit is to be empty of the tenants' possessions at the time of the condition inspection. I also find that when the tenant assumed ownership of the prior tenant's furniture and admitted during the hearing that they did not communicate with the landlord to remove any furniture during the tenancy, that the tenant is liable for the costs to remove the furniture the tenants left behind. Accordingly, I find the landlord has met the burden of proof and I grant the landlord **\$200.00** as claimed.

As the landlord's claim was successful, I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00** pursuant to section 72 of the Act.

Based on the above, I find the landlord has established a total monetary claim of **\$570.00** and pursuant to sections 38 and 67 of the Act, I grant the landlord authorization to retain that amount from the tenants' security deposit of \$750.00 in full satisfaction of the landlord's monetary claim. Pursuant to section 67 of the Act, I grant the tenants a monetary order for the pursuant to section 67 of the Act, for the balance owing by the landlord to the tenants for their security deposit balance in the amount of **\$180.00**.

Conclusion

The landlord's claim is fully successful.

The landlord has established a total monetary claim of \$570.00. The landlord has been authorized to retain \$570.00 from the tenant's \$750.00 security deposit, which has accrued \$0.00 in interest, in full satisfaction of the landlord's monetary claim pursuant to sections 38 and 67 of the Act.

The tenants are granted a monetary order pursuant to section 67 of the Act, for the balance owing by the landlord to the tenants in the amount of \$180.00. This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties. The monetary order will be emailed to the tenants only for service on the landlord.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 1, 2022

Residential Tenancy Branch