



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCL-S, MNDL-S, FFL**

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act (the “Act”), for a monetary order for damages and cleaning, for an order to retain the security deposit in partial satisfaction of the claim and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Preliminary Issues

At the outset of the hearing, I clarified with the landlord’s their application, as the landlord did not provide a monetary worksheet breaking down their claim. The landlord stated that they are not seeking damages only the cleaning cost. The tenants stated that they have no issues with the landlord reducing their claim to cleaning costs.

Issues to be Decided

Are the landlords entitled to a monetary order for cleaning cost?
Are the landlords entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties agreed that the tenancy began on November 1, 2020. Rent in the amount of \$1,700.00 was payable on the first of each month. The tenants paid a security deposit of \$850.00 and a pet damage deposit of \$850.00 (the “Deposits”). The tenancy ended on October 31, 2021.

The landlords claim as follows:

a.	Carpet cleaning, labour six hours, rental, and supplies.	\$ 266.83
b.	Light bulbs	\$ 80.53
c.	Cleaning, six hours labour landlord, and cleaning company	\$ 374.26
d.	Filing fee	\$ 100.00
	Total claimed	\$ 821.62

Carpet cleaning, labour six hours, rental, and supplies

The landlord testified that the tenants did not have the carpets cleaned at the end of the tenancy. The landlord stated that the carpets were left dirty and covered with pet hair. File in evidence are photographs and a receipts

The tenant testified that they did not have the carpets cleaned at the end of the tenancy; however, they were vacuumed. The tenant stated they were unaware that they were required to have the carpets cleaned, regardless of the length of the tenancy if they had pets. The tenant stated that after they found out their responsibility, they were prepared to pay to have them professionally cleaned. The tenants stated that they had felt at that time that \$250.00 would be sufficient.

Light bulbs

The landlord testified that the tenant did not replace the burnt-out light bulbs during their tenancy as there were seven burnt-out bulbs at the end of the tenancy. The landlord stated two bulbs were for the microwave/hood fan and the rest were for bulbs throughout the rental unit. Filed in evidence are photographs, a move-out condition inspection and receipts.

The tenant testified that they notified the landlord of one burnt-out light bulb in the ceiling because it was exceedingly high, and the landlord informed them not to worry about it. The tenant stated the lights for the microwave/hood fan were burnt-out when they moved into the rental unit. The tenant stated that they do not remember their being seven burnt-out lights, only the one that they notified the landlords about.

Cleaning

The landlord testified that they paid \$194.00 including tax to have the rental unit cleaned and they had also put in six hours of their own cleaning. The landlord stated they seek to recover the cost of \$194.00 and six hours of labour at the rate of \$30.00 per hour for a total of \$374.00.

The landlord testified that their issue with the cleaning was when they had a conversation with the tenant around the cleaning. The landlord stated that the tenant informed them that one person had done the cleaning for a few hours, and it was around \$120.00. The landlord stated that when they called to get quotes it was around \$350.00 to clean a rental unit. The landlord also question the validity of the tenant's receipt as there was no tax applied.

The landlord testified that behind the appliances, the heaters, the blinds and light fixtured had to be dusted and other things were dirty. The landlord stated they have provided photographs to support their claim.

The tenant testified that they hired a cleaner for a \$130.00. The tenant stated that the refrigerator was perfectly clean. The tenant stated that the landlord wanted them to use pet friendly products and it does not clean as good as normal household cleaner would. The tenant stated that they did dust all the baseboard and left the rental unit in a good condition.

The tenant question the invoice of the landlord as it was dated November 30, 2021, as this was a month after the tenancy had ended; however, in the description of the invoice it shows the work was done on November 3, 2021.

The tenants stated that based on the description the landlord gave it would not take 12 hours for the landlord to clean.

The landlord argued that six hours of their labour was for carpet cleaning the carpets and the balance was for dusting, changing the lights, to find light bulbs and cleaning.

Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlords have the burden of proof to prove their claim.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation, or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

Carpet cleaning, labour six hours, rental, and supplies

The tenants had pets. Regardless of the length of the tenancy the tenant is required to have the carpets cleaned at the end of the tenancy. The tenants acknowledged that they did not clean the carpets.

In this case, the landlord paid \$45.99 plus \$40.84 for the rental and supplies. This is supported by the receipts. I find that reasonable. The evidence of the landlord was that it took them 6 hours to clean the carpets and are claiming \$30.00 per hour. I also find that is reasonable. Therefore, I find the landlords are entitled to recover the total amount **\$266.83**.

Light bulbs

The move-out condition inspection report shows seven light bulbs burnt-out at the end of the tenancy. The evidence of the tenant was that the microwave/hood fan bulbs were burnt-out at the start of the tenancy and only one other light bulb was out at the end of the tenancy.

As the landlords did not do a move-in condition inspection report which would show if the microwave/hood fan lights were working at the start of the tenancy and the tenants are only responsible to replace burnt-out lights that occurred during the tenancy.

I find without further evidence from the landlord, such as a move-in condition inspection that the landlords have failed to meet the burden of proof that the lights in the microwave/hood fan were working at the start of the tenancy. Therefore, I dismiss this portion of the landlords' claim.

The landlords are also claiming for five other lights bulbs that were not replaced during the tenancy. While the tenants have acknowledged that one light was burnt-out; however, both parties were at the move-out condition inspection and the lights had to be viewable at that time, as they were noted in the inspection report. While I accept the tenants did not agree with the report they did not comment on the lights, just a lower cupboard and a set of blinds.

I find on the balance of probability that there were five light bulbs that were not replaced during the tenancy. Therefore, I find the landlords are entitled to recover the cost of **\$62.29.**

Cleaning

Both parties have provided a different version of events as to the state of cleanliness. The evidence of the landlord was that the rental unit was left dirty, and a total of 11 hours were needed to clean the rental unit. This consists of five hours completed by the cleaner and six hours completed by the landlord. The evidence of the tenants was it was left clean. Both parties have provided photographs for my review and consideration.

I have reviewed the photographs of the parties. While I accept there may have been minor deficient such as dust behind the stove, some link left in the seal in the dryer door and some minor food particulates in the oven drawer and dust on an exhaust fan; however, I am not satisfied the rental unit was left in an unreasonable state.

The landlords have provided a photograph of the bathroom tub fixtures. The fixture looks clean; however not fully polished as you can see water marks. The tenant is not required to polish the fixtures only to leave them reasonably clean.

The landlords have provided photographs of the interior of the oven at close range. While I accept there may be some minor spots; however, that could simply be from reasonable use. They do not support the oven was left dirty.

The landlord has provided a photograph of a light fixture; however, I do not see any deficiencies in the light fixture that would lead me to believe it was not reasonably clean.

The tenant has provided photographs of the rental unit; which show the rental unit was left reasonably clean.

While I accept there were very minor deficiency, I find they would not take 11 hours to clean. Under section 37 of the Act the tenant is responsible to leave the rental unit reasonably clean, not perfectly clean. I can only conclude that the landlord was bringing the rental unit to a higher standard than the Act requires. Therefore, I dismiss this portion of the landlords' claim.

I find that the landlords have established a total monetary claim of **\$429.12** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlords retain the amount of **\$429.12** from the Deposits of **\$1,700.00** in full satisfaction of the claim.

This leaves the remaining balance of the Deposits in the amount of **\$1,270.88** that must be returned to the tenants forthwith. Should the landlords fail to return the balance due to the tenants, I grant the tenants a monetary order for the balance due of their Deposits. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **landlords are cautioned** that costs of such enforcement are recoverable from the landlord.

Conclusion

The landlords are granted a monetary order and may keep a portion of the Deposits in full satisfaction of the claim. The tenants are granted a monetary order for the balance due of their Deposits.

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: June 09, 2022

Residential Tenancy Branch