



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding PLAN A REAL ESTATE SERVICES LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDL-S, FFL**

Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the "Act") for:

- A monetary order for damages caused by the tenant, their guests to the unit, site or property and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both parties attended the hearing. The landlord was represented by property manager, KH. As both parties were present, service was confirmed at the hearing. The parties each confirmed receipt of the application and evidence. Based on the testimonies I find that each party was served with these materials as required under RTA sections 88 and 89.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an affirmation to tell the truth and they both confirmed that they were not recording the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for cleaning of the rental unit at the end of the tenancy?

Can the landlord retain part of the tenant's security deposit?

Can the landlord recover the filing fee?

Background and Evidence

At the commencement of the hearing, I advised the parties that in my decision, I would refer to specific documents presented to me during testimony pursuant to rule 7.4. In accordance with rules 3.6, I exercised my authority to determine the relevance, necessity and appropriateness of each party's evidence.

While I have turned my mind to all the documentary evidence, including photographs, diagrams, miscellaneous letters and e-mails, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of each of the parties' respective positions have been recorded and will be addressed in this decision.

The landlord seeks \$163.80 from the tenant for the cleaning service she hired to clean the rental unit after the tenant ended the tenancy at the end of the fixed term. A copy of the invoice from the cleaning service was provided as evidence.

A copy of the condition inspection report and photos taken at the end of the tenancy was also provided. The landlord testified that the rental unit was generally unclean. She stated the toilet was unclean, vents were dirty and although the unit was "not bad", a full cleaning was required before the next set of tenants could move in.

The tenant testified that he thoroughly cleaned the unit before the tenancy ended. The floors, kitchen appliances, bathroom facilities and all the walls were cleaned to a professional level. The photos provided by the landlord prove that the unit was left clean and undamaged at the end of the tenancy.

Both parties agree that the tenant gave the landlord his forwarding address via email on August 22, 2022 and the landlord filed her application for dispute resolution on August 30, 2022, within 15 days of receiving it.

Analysis

Section 37(2) of the *Act* states 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.

This notion is further elaborated in Residential Tenancy Branch Policy Guideline PG-1 which states:

the tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. ***The tenant is generally***

responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the Residential Tenancy Act or Manufactured Home Park Tenancy Act (the Legislation). **(emphasis added)**

The tenant's legal obligation is "reasonably clean" and this standard is less than "perfectly clean" or "impeccably clean" or "thoroughly clean" or "move-in ready". Oftentimes a landlord wishes to turn the rental unit over to a new tenant when it is at this higher level of cleanliness; however, it is not the outgoing tenant's responsibility to leave it that clean. If a landlord wants to turn over the unit to a new tenant at a very high level of cleanliness that cost is the responsibility of the landlord.

I have reviewed the condition inspection report and closely examined the photos provided by the landlord. I find that the unit was left in a reasonably clean condition. In fact, I find the condition of the unit to be exceptionally clean, having been cleaned to a standard higher than what is required of an outgoing tenant pursuant the Act. Although the landlord specifically noted the toilet, vents and appliances were dirty, the photos of each of those items apparently contradict the landlord's testimony. I find each of those noted areas were more than reasonably clean.

As it is the applicant's onus to prove their claim on a balance of probabilities, I find the unit was left reasonably clean and undamaged except for reasonable wear and tear. I decline to award the landlord a monetary award for cleaning. The application is dismissed without leave to reapply.

The landlord's application was not successful and the landlord is not entitled to recover the \$100.00 filing fee for the cost of this application.

The landlord continues to hold the tenant's security deposit. The landlord is to return the tenant's full security deposit in the amount of \$1,200.00.

Conclusion

This application is dismissed without leave to reapply.

Pursuant to sections 38 and 67, I issue a monetary order in the tenant's favour in the amount of \$1,200.00.

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: May 25, 2023

Residential Tenancy Branch