



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNDC-S, FF

### Introduction

This hearing convened to deal with the landlords' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlords applied for compensation for a monetary loss or other money owed, authority to keep the tenant's security deposit to use against a monetary award, and recovery of the cost of the filing fee.

The landlords, the landlord's witness, and the tenant attended. The witness was excused until their testimony was needed.

The hearing process was explained to the parties, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

The parties confirmed receipt of the other's evidence.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation from the tenant and recovery of the cost of the filing fee?

Background and Evidence

The tenancy began on March 1, 2022, and ended on or about June 26, 2022. The monthly rent was \$1,400 and the tenant paid a security deposit of \$700. The landlords retained the tenant's security deposit for the purposes of their application.

The landlords' monetary claim was listed in their application as \$700. However, the evidence filed shows the claim is \$678.45, comprised of \$210 for carpet cleaning, cleaning of \$300, BBQ propane tank re-fill of \$16.24, the filing fee of \$100, mileage for the propane tank re-fill of \$37.21, and \$15 for 2 broken/chipped plates and 1 wine glass.

In their application, the landlords wrote the following:

*Tenant vacated without notifying the landlords when he would be leaving and as a result the final inspection wasn't completed. (tenant name) notified us the day AFTER he vacated that he was no longer in the suite. The suite and bbq were left in an unclean state, with damaged and missing plates and glasses, the BBQ tank wasn't refilled and garbage and recycling were left behind. I've attached copies of the invoices for carpet cleaning and filling the propane bbq tank etc.*

In support of their application, the landlord stated the following: The carpet was stained around the garbage can and couch, with no attempt to clean it. The stains were not there at the beginning of the tenancy.

The landlord submitted that the tenant failed to properly clean the rental unit prior to vacating, necessitating a clean. The tenant left garbage behind, fed birds on the outside deck railing, and the washed dishes were not put away.

As to the propane tank, the landlord submitted that the tenant was provided a full tank at the start of the tenancy, and is required to leave a full tank at the end. The tenant did

not fill the tank, so the landlords' claim is for the cost to re-fill and travel expenses to re-fill, as they live 15 km from the highway.

The landlord submitted that there were chips in two plates and they could not be used further.

The landlord stated that the rental unit was left dirty and it could not be rented in that condition. The landlord stated that the rental unit has to be super clean at the end of the tenancy and they expect the rental unit to be in the same condition as at the beginning of the tenancy.

The landlords' relevant evidence included photos taken in the rental unit, receipts for a propane tank re-fill and carpet cleaning, and a move-in and move-out condition inspection report (Report).

#### Tenant's response –

The tenant stated they were disappointed that the landlords filed this claim as they were a good tenant. The carpet was dirty at the start of the tenancy and had been told the carpet was being replaced. The tenant submitted that there were no pictures of the rental unit from the beginning of the tenancy.

The tenant submitted a written statement outlining their overall response to the landlords' claim. In this statement, the tenant wrote the following, in part: They should receive their full security deposit as the landlords did not offer them two opportunities to inspect the rental unit at the end of the tenancy. They did not receive a copy of the Report until it was provided in the application for dispute resolution, evidence, and Notice of Hearing (application package) and that they did not attend the move-out inspection as they have PTSD, and interaction with the landlords caused trauma.

#### Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and

order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

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 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

Reasonable 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.

Under the Act, tenants are required to leave the rental unit reasonably clean when they vacate. The tenants are responsible for paying cleaning costs where the property is left at the end of the tenancy that does not comply with the Act. Tenants are not responsible for cleaning the rental unit to bring the premises to a higher standard.

Carpet cleaning –

I have reviewed the landlords' photos depicting the condition of the carpet, and I find that there were some stains, for which I find the tenant to be responsible. The stains appeared to be in the living room, however, the receipt shows a cost of cleaning the bedroom, living room, and hallway. The bedroom and hallway did not show stains on the move-out Report. I therefore find that the tenant was not responsible for the full amount of carpet cleaning. I find it reasonable to grant the landlords one-third of the costs shown on the receipt. I find the landlords have established a monetary claim of **\$70.**

Cleaning –

In considering this claim, I find the landlords' expectation that the tenant return the rental unit to the exact same standard is unreasonable, as the Act only requires the rental unit be left reasonably clean. I considered this expectation when addressing this claim.

The landlords provided close-range photos, but no photos depicting the overall state of the rental unit to determine if the unit was left reasonably clean. One photo showing the kitchen sink tap appeared to be just several inches from the item.

I find the landlords submitted insufficient evidence to show they incurred a loss of \$300, as there was no receipt provided.

In reviewing the landlords' photos, while the landlords have not proven a loss, I am satisfied that the rental unit required some cleaning, particularly the BBQ grill, food left on the chair, and garbage removal.

I find it reasonable to give the landlords a nominal award of **\$100**.

Propane tank refill -

I find the landlords submitted sufficient evidence to support this claim, as the evidence shows the tenant did use the BBQ grill. Further, the tenant did not claim that they re-filled the tank. I find it reasonable that the tenant should bear the costs of a propane tank refill, and I therefore find the landlords have established a monetary claim of **\$16.24**, as shown by the receipt.

Mileage costs –

I find that the landlords chose to incur costs that cannot be assumed by the tenant. I do not find the tenant to be responsible for the location of the rental unit being 15 km from the petrol station. The dispute resolution process allows an applicant to claim for compensation or loss as the result of a breach of Act and not for costs incurred for traveling. Therefore, I find that the landlord may not claim for their fuel costs, as they are costs which are not named by the Act. I **dismiss** the landlords' claim of \$37.21 for mileage, **without leave to reapply**.

Broken/chipped plates, wine glass –

I find the landlords submitted insufficient evidence to prove a loss for these items. I **dismiss** the landlords' claim for \$15, **without leave to reapply**.

I grant the landlords recovery of the filing fee of \$100.

**I grant the landlords a monetary award of \$286.24**, comprised of \$70 for carpet cleaning, \$100 for cleaning, \$16.24 for propane tank refill, and recovery of the filing fee of \$100.

I **direct** the landlord to deduct \$286.24 from the tenant's security deposit of \$700, in full satisfaction of their monetary award. I **order** the landlord to return the balance of \$413.76, immediately. To this amount, I add \$4.61, which is interest on the tenant's security deposit. To give effect to this order, I issue the tenant a monetary order (Order) pursuant to section 67 of the Act for the amount of **\$418.37**.

Should the landlords fail to pay the tenant this amount without delay, the Order must be served upon the landlords for enforcement, and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court.

The landlords are cautioned that costs of such enforcement are recoverable from the landlords.

### Conclusion

The landlords' application was partially successful in the above terms.

The landlords have been ordered to return the balance of the tenant's security deposit and interest as noted above. The tenant has been granted a monetary order.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 01, 2023

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Residential Tenancy Branch