



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding CASCADIA APARTMENT RENTALS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on September 8, 2022 seeking compensation for damage in the rental unit, and the filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on June 1, 2023. Both the Landlord and the Tenant attended the hearing. The Tenant confirmed they received the Notice of Dispute Resolution Proceeding from the Landlord, along with the Landlord’s prepared evidence. The Tenant also confirmed that they provided no documents as evidence for this matter.

Issue(s) to be Decided

- Is the Landlord entitled to monetary compensation for damage in the rental unit, pursuant to s. 67 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord (so named under as a different corporate entity at the start of the tenancy) provided a copy of the tenancy agreement in their evidence. This shows the tenancy started on July 15, 2010 and was initially set for a fixed term that would end on January 31, 2011. The amount of rent was set at \$950, increasing to \$1,169 over the course of

the tenancy. The copy in the evidence shows the parties signed the agreement on July 8, 2010. The tenancy agreement shows the Tenant paid a security deposit of \$475.

In the hearing, the Tenant presented that they paid a pet damage deposit of \$200. This does not appear in the tenancy agreement on record. They presented that the entire building was subject to a no-pets policy; however, given the state of the rental unit carpeting at the start of the tenancy, and the fact that the rental unit itself was on the ground floor, the Landlord then granted the Tenant could keep a dog, with the payment of this deposit. The Tenant referred to this as “illegal” in the hearing. The Tenant described later having cats that resided with them in the rental unit.

This information regarding a pet damage deposit was not known to the Landlord. The Landlord pointed out in the hearing that the Tenant presented no documentary proof of payment of this pet damage deposit.

The Tenant ended the tenancy by giving a written notice to the Landlord dated July 28, 2022. They provided the end-of-tenancy date of August 31, 2022. The Tenant listed the deposit return amount of \$650, comprised of a \$500 deposit and a \$150 pet deposit. The Tenant provided a forwarding address on that written notice.

The Tenant described a rushed move out from the rental unit on August 29, due to their scheduled flight that same day. The Landlord was not present at the time and the Tenant had to leave the keys. In the hearing they acknowledged that the move-out was rushed and they had to leave with a few items left in the rental unit. The Tenant added that they had the rental unit professionally cleaned on August 20, and again on August 24. The movers missed removal of items throughout the rental unit; however, the Tenant added that removal of these other items would have taken approximately 15 minutes, with disposal available in the building.

The Landlord provided 7 photos to show the state of the rental unit as of the end of the tenancy. In the hearing the Landlord referred to 8 hours of cleaning. They proposed settling the matter for the entire amount of the security deposit, at \$475. The Tenant disagreed, referring to this as cleaning fees submitted by the Landlord as “overblown”.

The Landlord’s evidence has the completed condition inspection report. This shows the key was returned to the Landlord on August 29, 2022. The Landlord completed an inspection on August 30, 2022. They listed several items as “not clean” and noted the floor in the entrance, living room, kitchen-dining, bedroom, and bathrooms “will be new floor”. In the living room, entrance, and bedroom the Landlord noted the need for repair

to the walls. For each item or repair or “not clean”, the Landlord listed the cost of \$48.52; this exact cost is listed 17 times, and the Landlord gave the total amount of \$825.

The Landlord’s monetary order worksheet, dated September 1, 2022, lists the following items:

1. cleaning: \$400
2. cleaning materials: \$50
3. repairs: \$200
4. garbage: \$175

An invoice dated August 31, 2022 in the Landlord’s evidence shows these exact amounts. This is from the Landlord’s own maintenance company.

Analysis

The Tenant did not provide sufficient proof of any pet damage deposit they paid at the start of the tenancy. In their notification to the Landlord about ending the tenancy, the Tenant listed \$150; however, in the hearing they stated this amount was \$200. On this singular point, the burden of proof was on the Tenant to show that they paid a pet damage deposit at the start of the tenancy. There is a discrepancy in the amount. I find it more likely than not that the Tenant did pay some deposit; however, the Tenant did not provide proof to definitely show what the amount of a pet damage deposit was. Minus proof to show the correct amount, and with a discrepancy in their evidence, I do not factor any pet damage deposit amount into a return of the security deposit to the Tenant, or any amounts retained by the Landlord as compensation post-tenancy.

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;

3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

In the hearing the Tenant acknowledged that there was wall damage attributable to the movers. As well, though they questioned the need for a transport of remaining items' disposal elsewhere, I find the Tenant acknowledged that they left items behind in the rental unit requiring disposal. I grant the Landlord each of these amounts, that is, \$200 and \$175. I authorize the Landlord to retain these amounts from the security deposit they have retained until this time.

The Tenant provided that they had the rental unit professionally cleaned. It seems that it was a foregone conclusion that the Landlord would be replacing the carpets inside the rental unit; however, I find that does not relieve the Tenant of the obligation, as per s. 37 of the *Act*, to get the rental unit reasonably clean. What the Landlord showed in terms of the carpets – despite their age – is not reasonably clean, with detritus strewn all over carpets as shown in the pictures. Even if the Landlord is removing the carpeting, I find there is an unreasonable amount of cleaning prior to any work.

The Tenant had the opportunity to provide evidence for this hearing. They alluded to documentary evidence they had; however, they did not produce this when required to do so for this hearing process, in order to resolve the matter. If the Tenant paid for a cleaning service on their own, they did not provide proof thereof as required.

I grant the Landlord an extra \$50 for the extra cleaning they had to undertake in relation to the carpets in the rental unit. I find the Tenant did not leave the carpets reasonably clean, despite their age and/or condition. That constitutes extra work for the Landlord that was, strictly speaking, unnecessary, making it unreasonable. At the same time, this recognizes that the carpets will be coming out as the Landlord indicated on the Condition Inspection Report.

The Landlord was moderately successful in this Application; therefore, I grant one-half of the Application filing fee in return. This is \$50.

Conclusion

I grant the Landlord the amount of \$475 in satisfaction of their Application for compensation. This is the full amount of the security deposit, meaning there is no deposit amount to repay to the Tenant.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: June 2, 2023

Residential Tenancy Branch