



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MND MNSD MNDC FF

## Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial compensation of the monetary claim. The landlord, both tenants and a witness for the tenants participated in the teleconference hearing.

## Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

## Background and Evidence

The tenancy began on February 25, 2009 as a month-to-month tenancy, with rent in the amount of \$1250 is payable in advance on the first day of each month. On February 8, 2009, the tenants paid a security deposit of \$625, and on February 25, 2009 they paid a pet deposit of \$400. The landlord and one of the two tenants conducted a joint move-in inspection on February 23, 2009, and both parties signed the move-in inspection report. On March 30, 2009 the tenants gave written notice that they would be vacating the rental unit by the end of April 2009. The landlord and tenants conducted a move-out inspection on April 30, 2009, and the landlord noted several items that required repair or cleaning. The tenants did not agree with the landlord's assessment of the condition of the unit. The tenants vacated the unit and returned the keys on April 30, 2009.

The landlord has claimed the following amounts against the tenants:

- 1) \$510 for cleaning – the tenants did not fully clean the unit before vacating, and the landlord hired a cleaning service. The invoice for cleaning indicates that the

cleaning was carried out by three people for six hours, at a rate of \$85 per hour. The invoice also indicates “this large suite has a cigarette smoke smell throughout.” The landlord acknowledged that a full cleaning was not required because the tenant and her mother did do a significant amount of cleaning.

- 2) \$925 for carpet cleaning, smoke fogging and carpet repair – the tenant inadequately cleaned the carpets, and there was still dog hair in the carpets. The tenant’s efforts to clean the carpets had left some mould and mildew that had to be removed. There was a strong cigarette smoke odour, and it was necessary to “fog” the suite to remove the smoke smell. There was a cigarette burn in the living room carpet, and the piece of carpet needed to be removed and replaced.
- 3) \$40 for repairs of a kitchen cabinet hinge, damaged walls, doors and frames, and a vertical blind.
- 4) \$64.81 for cleaning supplies and poly and wood filler. The landlord provided receipts for the cleaning supplies purchased.
- 5) \$625 for lost revenue for the first half of May 2009 – the landlord was unable to re-rent the unit for the first of May because prospective tenants did not think the smoke smell could be totally removed.
- 6) \$68.61 for advertising the suite for re-rental. The landlord provided a receipt showing that the suite was advertised May 1, 6 and 8, 2009 in two local newspapers.
- 7) \$800.53 estimate for replacement of the landing flooring with vinyl flooring.

The landlord provided receipts for work done as well as photographs of the items that required repair or cleaning.

The response of the tenants was as follows. One of the two tenants acknowledged that he smoked in the rental unit for the last week to ten days of the tenancy. The tenants disputed that there was such a strong odour of cigarette smoke based on a tenancy of nine weeks and the even shorter period of time that the one tenant smoked in the unit. The tenants’ witness stated that she did not observe an odour of cigarette smoke when she was cleaning the unit at the end of the tenancy. The tenant’s witness stated that she is a professional cleaner, and she did extensive cleaning of the unit while her daughter shampooed carpets and cleaned the fridge and stove.

The tenants stated that they did not damage the kitchen cabinet, it was already damaged when they moved in, and the holes in the walls and ceiling were already there at move-in. The tenant stated that her dog is not of a shedding breed, and there was no dog hair left in the unit by her dog.

### Analysis

In considering all of the evidence presented, I find as follows. In regard to cleaning, I find that the landlord's claim is excessive. The landlord's photos depict a reasonably clean suite, the tenancy was only nine weeks long, and the landlord acknowledged that the tenant and her mother did extensive cleaning. I find it unreasonable that three professional cleaners took a total of 18 further work hours to conduct cleaning, and I find the rate of the cleaners, more than \$28 per hour per person, to be an excessive rate for general cleaning. I therefore reduce the landlord's claim for cleaning to \$120, representing 6 hours of work at \$20 per hour.

I also find the landlord's claim for carpet cleaning and repairs and removal of mould, mildew and cigarette odours to be excessive. The landlord did not present any evidence to establish that she attempted to remove the odours for a more reasonable cost. I therefore decline to award the landlord the costs for shampooing the fabric blinds, at \$100, applying anti-mould and mildew twice, at \$100, and "fogging the suite" to remove the smoke smell, at \$200. I also do not find the landlord's evidence persuasive regarding the need to repair what appeared to be a very small cigarette burn, and I therefore further reduce the landlord's claim by \$100. The landlord is therefore entitled to a total of \$425 for item 2 of her claim.

The landlord submitted several photographs depicting the damage done to the kitchen cabinet hinge, the walls and the doors. The tenant signed the move-inspection which did not record these damages at the outset of the tenancy. The landlord had these repairs carried out at a very reasonable rate. I therefore allow the landlord the amounts claimed of \$40 for the repairs, as well as \$64.81 for the cleaning and wood repair

supplies.

In regard to the landlord's claims for lost revenue for the first half of May and advertising costs, I find that the landlord provided no evidence of attempts to re-rent before May 1, 2009. I therefore find that the landlord is not entitled to the amounts claimed for lost revenue and advertising, and I dismiss those portions of the landlord's claim.

The landlord only provided an estimate for the cost of repairing the landing, and little or no supporting evidence of the need to repair the landing. I therefore dismiss this portion of the landlord's application.

The landlord is entitled to \$649.81, as well as recovery of the \$50 filing fee for the cost of her application, for a total of 699.81.

### Conclusion

I order that the landlord retain \$699.81 from the security and pet deposits, in full satisfaction of her claim. I grant the tenants an order under section 67 for the balance due of \$325.19. This order may be filed in the Small Claims Court and enforced as an order of that Court.