Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, (MNR), (MNDC), FF

Introduction

This matter dealt with an application by the Landlord to recover unpaid utilities, for compensation for cleaning expenses, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord's agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") on December 13, 2010 by registered mail to the Tenant's forwarding address. Section 90(c) of the Act says that a document delivered by mail is deemed to be received by the recipient 5 days later. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

The Landlord's application also named a second person (D.C.), as a Party. Although that person is named as a co-tenant on the tenancy agreement, the Landlord's agent admitted that he was not served with the Landlord's hearing package. As D.C. has not been served with the Landlord's hearing package, I find that he should not be named as a Party in these proceedings and the style of cause is amended by removing him.

Issue(s) to be Decided

1. Are there unpaid utilities and if so, how much?
2. Is the Landlord entitled to compensation for cleaning expenses and if so, how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

The Landlord's agent said the tenant, C.D., moved into the rental unit on May 1, 2006 and paid a security deposit of $350.00 on April 6, 2006. The Landlord's agent said the Tenant moved into the rental unit on April 24, 2009 and was added to the tenancy agreement as a joint tenant.

The Tenant gave written notice that she was ending the tenancy at the end of November 2010 and the Landlord's agent said a move out inspection was scheduled for November 30, 2010. The Landlord's agent said the Tenant was not finished cleaning until late that day and it was too dark to complete the inspection so it was re-scheduled for the following day. The Landlord's agent said due to an emergency at another rental property, she was unable to meet with the Tenant as planned. The Landlord's agent said when she inspected the rental unit later that day, she discovered that it was not reasonably clean so she contacted the Tenant and left her a message that further cleaning was required and that she could return to the rental unit to do it if she wished. The Landlord said she left a total of 3 telephone messages for the Tenant but she did not return her calls. Consequently, the Landlord's agent said she spent time cleaning the kitchen, bathroom, balcony and blinds. The Landlord's agent said the carpets had to be professionally cleaned twice to try to remove the odour of pet urine.

In support of the Landlord's claim, the Landlord's agent provided photographs of the rental unit taken on or about December 10, 2010, an invoice for carpet cleaning and a utility statement from the City of New Westminster showing an unpaid balance of $52.11.

Analysis

Section 37 of the Act says that at the end of a tenancy, a Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Based on the photographs provided as evidence by the Landlord, I find that the rental unit was not reasonably clean at the end of the tenancy. Although the Landlord did not provide an invoice in support of the cleaning expenses, I find that the amount sought is reasonable given the remedial cleaning that was required and as a result, I award the Landlord $80.00 for general cleaning expenses.

In the absence of any evidence from the Tenant to the contrary, I also find that the carpets were not reasonably clean at the end of the tenancy and I award the Landlord $168.00 for this part of her claim. I further find that the Landlord is entitled to recover utility arrears of $52.11. As the Landlord has been successful in this matter, I find pursuant to s. 72(1) of the Act that she is entitled to recover from the Tenant the $50.00 filing fee for this proceeding. Consequently, I find that the Landlord has made out a total monetary claim for $350.11.

The amended tenancy agreement states that "the security deposit belongs to D.C.". However, RTB Policy Guideline #13 states at p. 1 as follows:

> "Co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. This means that the landlord can recover the full amount of rent, utilities or any damages from all or any one of the

> tenants. The responsibility falls to the tenants to apportion among themselves the amount owing to the Landlord.
>
> (And) Regardless of who paid a security deposit, any tenant who is a party to the tenancy agreement to which the deposit applies may agree in writing to allow the landlord to keep all or part of the deposit for unpaid rent or damages."

I find that although the tenant, D.C. paid the security deposit, it was paid with respect to the tenancy and may be used to satisfy any unpaid utilities or damages arising from the tenancy. Consequently, ***I Order the Landlord to keep $350.11 of the security deposit (of $350.00) and accrued interest (of $11.92) in full satisfaction of the Landlord's monetary claim***. ***I Order the Landlord to return the balance of $11.81 to the Tenant.***

Conclusion

The Landlord's application is granted. The Landlord is ORDERED to return the balance of the Tenant's security deposit and accrued interest of **$11.81**. 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: April 18, 2011.

Residential Tenancy Branch