



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation under the Act and the tenancy agreement, for damage and cleaning of the rental unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began on August 1, 2013, with the parties entering into a written tenancy agreement. The monthly rent was \$795.00, payable on the first day of the month. The Tenants paid a security deposit of \$397.50 and a pet damage deposit of \$200.00.

The Tenants gave the Landlord a notice they were ending the tenancy on January 3, 2014, to be effective on January 31, 2014. The Landlord warned the Tenants that due to the short notice to end the tenancy they would be responsible for February 2014 rent.

The Tenants vacated the property; however, the Landlord is alleging it has incurred costs to clean the rental unit due to the condition it was left in by the Tenants.

The Landlord claims as follows:

a.	Loss of rent for February 2014	\$795.00
b.	Cleaning of the stove and blinds	\$70.00
c.	Filing fee	\$50.00
	Total claimed	\$915.00

In evidence the Landlord produced a copy of an outgoing condition inspection report, a charge back analysis and photographs of the stove and oven.

The Agent for the Landlord testified that the Tenants left the rental unit fairly clean; however, the Landlord alleges that the Tenants left the window blinds dusty and did not clean the trays under the burners of the stove or the oven. The Landlord claims \$70.00 for cleaning these. Although, during the course of the hearing the Agent for the Landlord agreed that the Landlord would only claim the \$40.00 for the cleaning of the stove and oven.

The Tenants dispute paying the filing fee for the Application as they claim the Landlord did not try to resolve the dispute with them prior to filing this Application.

The Tenants agreed they had given late notice to end the tenancy and agree to the month of rent claimed by the Landlord.

The Agent for the Landlord testified the Landlord would agree to reduce the claim for the filing fee for the Application in these circumstances.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

[Reproduced as written.]

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

Under section 37 of the Act the Tenants were required to leave the rental unit reasonably clean at the end of the tenancy. I find the Landlord had sufficient evidence to prove the Tenants did not clean the stove or oven to a reasonable degree and this was

a breach of section 37. This breach has caused losses to the Landlord in the amount of \$40.00. I accept the evidence of the Landlord on this portion of the claim.

The Tenants agree to pay the Landlord for one month of rent in the amount of \$795.00 and the Landlord waived the filing fee for the Application.

Therefore, I allow the Landlord **\$835.00** for all the above claims.

I order that the Landlord retain the pet damage deposit and security deposit of **\$597.50** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$237.50**. This order must be served on the Tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The parties came to agreements on the rent due, a reduction in the amount claimed for cleaning and on waiving the filing fee for the Application. I find the evidence indicates the Tenants did not clean the stove and oven and they must reimburse the Landlord for this. The Landlord may keep the deposits in partial satisfaction of the claims and is granted a monetary order in the amount of **\$237.50** for the balance due.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 30, 2014

Residential Tenancy Branch

