



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNDL-S MNDCL-S FFL**

Introduction

This hearing was convened by way of conference call in response to an application for dispute resolution (“Application”) filed by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”). The Landlord applied for the following:

- a monetary order for compensation to make repairs that the Tenant, their pets or their guests caused during the tenancy pursuant to section 67;
- a monetary order for compensation for loss or other money owed by the Tenant pursuant to section 67;
- authorization to keep the Tenant’s security deposit under section 38; and
- authorization to recover the filing fee for the Application from the Tenant pursuant to section 72.

An agent (“CW”) and the Tenant attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

CW stated the Landlord served the Notice of Dispute Resolution Proceeding and some of the Landlord’s evidence (“NDRP Package”) on the Tenant by registered mail on February 3, 2023. CW submitted into evidence a copy of the Canada Post receipt and the tracking number for service of the NDRP Package on the Tenant to corroborate her testimony on service. DW stated the Tenant sent an email to the Landlord on January 10, 2022 in which she provided the Landlord with her forwarding address. CW stated the Landlord used this address to serve the Tenant by registered mail. The Tenant

acknowledged receipt of the NDRP Package. I find the NDRP Package was served on the Tenant in accordance with the provisions of sections 88 and 89 of the Act.

CW stated the Landlord served additional evidence on the Tenant by registered mail on February 16, 2023. CW provided the Canada Post receipt and tracking number for service of the additional evidence to corroborate her testimony on service. The Tenant acknowledged receipt of the Landlord's additional evidence. I find the Landlord's additional evidence was served on the Tenant in accordance with the provisions of section 88 of the Act.

The Tenant acknowledged she did not submit any evidence for this proceeding.

Issues to be Decided

Is the Landlord entitled to:

- a monetary order for compensation to make repairs that the Tenant, her pets or her guests caused during the tenancy?
- a monetary order for compensation for loss or other money owed by the Tenant?
- keep the Tenant's security deposit?
- to recover the filing fee for the Application from the Tenant?

Background, Evidence and Analysis

While I have turned my mind to all the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of the Application and my findings are set out below.

CW submitted into evidence the original tenancy agreement and the most recent tenancy agreement and a three-page addendum to the tenancy agreement. The parties agreed the tenancy originally commenced on December 30, 2020, for a fixed term ending December 31, 2021, with rent of \$1,900.00 payable on the 1st day of each month. The Tenant was to pay a security deposit of \$950.00 by December 30, 2020. CW acknowledged the Landlord received the security deposit from the Tenant and that the Landlord was holding the security deposit in trust for the Tenant. The parties agreed the most recent tenancy agreement provided the tenancy commenced on January 1, 2022, with a fixed term ending December 31, 2022, with rent of \$1,900.00 payable on

the 1st day of each month. Based on the foregoing, I find there was a residential tenancy between the Landlord and Tenant and that I have jurisdiction to hear the Application.

CW submitted into evidence a signed move-in inspection report performed on December 31, 2020 and a signed move-out condition inspection report performed on December 31, 2022. As such, I find the Landlord complied with the requirements of sections 23(1) and 35(1) of the Act and that the Landlord's right to claim against the Tenant's security deposit has not been extinguished.

The Landlord stated the Tenant provided her forwarding address by email on January 10, 2023. The records of the Residential Tenancy Branch disclose the Application was made by the Landlord on January 24, 2023. Section 38(1) of the Act states:

- 38(1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of
- (a) the date the tenancy ends, and
 - (b) the date the landlord receives the tenant's forwarding address in writing,
- the landlord must do one of the following:
- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
 - (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

As the Application was made within 15 days of the date the Landlord received the Tenant's forwarding address, I find the Landlord complied with the provisions of section 38(1).

CW submitted into evidence a completed Monetary Order Worksheet that provided details of the Landlord's claims for damage and other compensation. The Landlord's claims are:

Reason	Amount of Claim
Costs of Cleaning Rental Unit	\$767.54
Move-In Fee and Strata Fine	\$500.00
Drywall Painting and Repair	\$420.00
Total Monetary Claim:	\$1,687.54

The move-out inspection report submitted into evidence provided extensive details on the unclean condition of the rental unit and documented the damages to the walls of the rental unit. CW submitted a copy of the invoice ("Cleaning Invoice") for \$767.54 that provided a breakdown of the services as follows:

Quantity	Description	Unit Price	Total
On-Site Charge			\$100.00
7	Detail Cleaning	\$45.00	\$315.00
7	LED A19w light bulb (+ 12% tax)		\$15.99
	Carpet Cleaning		\$120.00
1.0	Handy service	\$80.00	\$80.00
	Furniture Disposal Fee		\$100.00
	GST		\$36.55
Total:			\$767.54

Section 37(2) of the Act states:

- 37(2) When a tenant vacates a rental unit, the tenant must
- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
 - (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

The move-out inspection report indicates the rental unit was not left in a reasonably clean and undamaged condition, except for reasonable wear and tear. The Tenant did not dispute the contents of either the move-in or move-out condition inspection reports.

Residential Tenancy Policy Guideline 1 ("PG 1") provides clarifies the responsibilities of the landlord and tenant regarding maintenance, cleaning and repairs of residential property. Under the heading "Light Bulbs and Fuses" and "Carpets, PG 1 states in part:

Lights Bulbs and Fuses

[...]

2. The tenant is responsible for:

- Replacing light bulbs in his or her premises during the tenancy,

[...]

Carpets

[...]

3. The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. *Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.* Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

[emphasis in italics added]

The Tenant argued that she thought the cleaning costs were excessive. After reviewing the move-out inspection report and of the photos of the kitchen, bathroom, carpets and windows submitted into evidence by CW, I find the Tenant did not leave the rental unit in a reasonably clean and undamaged condition when she vacated it as required by section 37(2) of the Act. As such, I find the cleaning charge of \$315.00 to be reasonable. Pursuant to the provisions of PG 1 cited above, I find the Tenant was responsible for pay the charge of \$15.99 for replacement of the light bulb.

CW and the Tenant agreed the rental unit was a two-bedroom unit. The tenancy between the Landlord and Tenant lasted for more than two years. The Tenant did not submit any evidence she had the carpets cleaned at the end of the tenancy. After reviewing the move-out inspection report and the photos of the carpets submitted by the Landlord, I find the charge of \$120.00 for cleaning the carpets in a two-bedroom unit to be reasonable.

The Tenant did not remove all of her furniture and garbage after she vacated the rental unit. I find the furniture disposal fee of \$100.00 to be reasonable. However, no explanation was provided by CW for the requirement for a "Handy Service". As such, I am not satisfied this fee was reasonable. I find the "Onsite Fee" to be reasonable for the onsite services provided. Based on the foregoing, I find the Landlord has proven, on a balance of probabilities, that she is entitled to recover \$650.99 plus \$32.55 for GST for a total of \$683.54 for compensation from the Tenant for cleaning and related expenses incurred by the Landlord.

CW stated the Tenant repainted the rental unit without obtaining the consent from the Landlord. The photos submitted into evidence by CW reveal the Tenant did a very poor job of painting. The Tenant admitted she did not do a good job painting the rental unit. CW submitted an estimate for \$420.00 for repair and repainting the rental unit. I find that

\$420.00 to repaint a two-bedroom rental unit to be reasonable. As such, I find the Landlord has proven, on a balance of probabilities, that she is entitled to recover the \$420.00 for repair and painting the rental unit.

CW stated the Tenant failed to pay a move-in fee of \$300.00 and \$200.00 for late fees charged by the strata corporation in which the rental unit is located. CW submitted a letter, dated February 19, 2021, from the property manager of the strata corporation in which the strata council levied a \$300.00 move-in fee. CW was unable to point to any term in the tenancy agreement or addendum that required the Tenant to pay a move-in fee. CW did not submit a copy of a Form K signed by the Tenant and the Tenant stated she did not recall signing a Form K. As such, I find the Landlord has failed to prove, on balance of probabilities, that the Tenant agreed to pay a move-in fee. Based on the above, I find the Tenant is not responsible for payment of a move-in fee or for any late fees charged by the strata corporation. As such, I dismiss, without leave to reapply, the Landlord's claim for compensation of \$500.00 for a move-in fee and late payment fees of the strata corporation.

Based on the foregoing, I find the Tenant is responsible for paying the Landlord \$1,103.54, calculated as follows:

Reason	Amount
Cleaning of rental unit, carpet cleaning, replacement of light and disposal fee:	\$683.54
Drywall painting and repair	\$420.00
Total:	\$1,103.54

Pursuant to section 67, I order the Tenant to pay the Landlord \$1,103.54. Pursuant to section 72(2) of the Act, I order that the Landlord may retain \$950.00 from the security deposit held by the Landlord, leaving a balance of \$153.54.

As the Landlord has been partially successful in the Application, pursuant to section 72 of the Act, I award the Landlord \$100.00 for the filing fee of the Application.

Conclusion

I order the Tenant pay the Landlord \$253.54 as follows:

Purpose	Amount
Compensation payable to the Landlord:	\$1,103.54
Filing Fee of Landlord's Application	\$100.00
Less: Tenants' Security Deposits	-\$950.00
Total:	\$253.54

The Landlord must serve the Monetary Order on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 7, 2023

Residential Tenancy Branch