



# Dispute Resolution Services

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

## Decision

Dispute Codes: MND MNR MNSD MNDC FF O

## Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, unpaid rent and compensation under the Act, regulation or tenancy agreement. The landlord also applied to retain the security deposit in partial compensation of the monetary claim, and recovery of the filing fee for the cost of their application.

## Issue(s) to be Decided

Is the landlord entitled to compensation for the amounts claimed?

## Background and Evidence

The tenancy began on August 15, 2006, with monthly rent in the amount of \$600. On August 8, 2006 the tenants paid the landlord \$300 for the security deposit. The tenants fully vacated the rental unit on March 30, 2008. The evidence of the tenants is that one tenant had moved out at the end of January 2008, and the other tenant gave the landlord notice on March 1, 2008 that he would be moving out as of March 31, 2008. The evidence of the landlord is that the remaining tenant only gave the landlord verbal notice on March 25, 2008 that he intended to move out by the end of March 2008. The evidence of the landlord is that the tenants inflicted massive damage on the rental unit and extensive cleaning and repairs were necessary to restore the unit to a rentable condition. The landlord claims the following: \$2365.46 for various costs for materials and repairs, including an invoice from a contractor for \$936.50 "to repair all damage" in the rental unit; \$78.61 for costs for an outside tap and kitchen faucet deck; \$2716 for

135.8 hours of the landlord's labour, at a rate of \$20 per hour, for cleaning, repairs and various tasks related to the tenancy; \$123.42 for costs for production of evidence for dispute resolution; \$600 for loss of revenue for April 2008; and \$50 for recovery of the filing fee.

The tenants acknowledge some of the damage and need for cleaning, but they state that the landlord's claim is excessive, particularly in regard to the amounts claimed for the landlord's labour. The tenants submit that \$20 per hour is an unreasonable rate to claim for cleaning, that the work performed could have been done in half the time for half the cost if it had been done by professionals, and that the landlord should not be compensated for time spent, for example, "surreptitiously following" the tenants after they moved out or 8 hours spent editing their claim for dispute resolution. The tenants state that while the trailer looked okay when they moved in, it is an old trailer and it started falling apart shortly after they moved in. In particular, the tenants don't think they should have to pay for the bathtub, as it was in poor condition at the outset of the tenancy. The tenants also dispute the landlord's claim for loss of revenue for April 2008.

### Analysis

In regard to the costs for labour and repairs, I find that the landlord is entitled to the amounts claimed of \$2365.46 for various materials and labour and \$78.61 for the outside tap and kitchen faucet deck. The landlord is not entitled to recovery of costs incurred in preparation for dispute resolution, and I dismiss those portions of the landlord's claim. In regard to the landlord's claim for landlord's labour, I find that the landlord is entitled to \$250 for 25 hours of cleaning and repairs at \$10 per hour. I dismiss as unreasonable the remainder of the landlord's claim for their labour, particularly for activities such as serving documents on the tenants, following the tenants, or otherwise dealing with the tenants in the course of carrying out their landlord's duties. I find that the landlord is entitled to \$600 for lost income for April 2008, as it is clear that the unit was not in a rentable condition for April. Finally, the landlord is entitled to recovery of the \$50 filing fee.

Conclusion

I find that the landlord has established a claim for \$3344.07. I order that the landlord retain the deposit and interest of \$308.47 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3035.60. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 23, 2008.