

Decision

Dispute Codes:

OPR MNR MNDC MNSD FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence on the case file prior to the Hearing. The Landlord and Tenant were both present at the Hearing and this Application proceeded on its merits.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

- Whether the Landlord is entitled to an Order of Possession under section 55 of the Act, based on the 10 day Notice to End Tenancy;
- Whether the Landlord is entitled to keep all or a portion of the security deposit under section 38(1)(d) of the Act;
- Whether the Landlord is entitled to a monetary order under section 67 of the Act; and
- Whether the Landlord is entitled to recover the filing fee of \$50.00 from the Tenant under section 72(1) of the Act.

Preliminary Matters

The Tenant moved out of the rental unit on December 6, 2008, and therefore the Landlord withdrew his application for an Order of Possession.

Background and Evidence

The Landlord and Tenant agree on the following facts:

- The Tenant moved out of the rental unit on December 6, 2008;
- The Tenant provided the Landlord with her forwarding address on December 8, 2008;
- The Tenant did not pay any money to the Landlord towards rent for the month of December, 2008; and
- The Tenant paid the Landlord a security deposit in the amount of \$325.00 on September 12, 2008.

The Landlord's evidence:

- The Landlord testified that he was able to re-rent the rental unit on December 15, 2008, and asked for a monetary order for loss of rent from December 1, 2008 to December 14, 2008.
- The Landlord testified that he paid \$120.00 for garbage removal, cleaning, patching a hole in the bathroom door and painting the bathroom. The Landlord provided a copy of the receipt for this work. The Landlord stated that the work was billed for 6 hours of work at \$20.00 per hour.
- The Landlord testified that there was no hole in the bathroom door prior to the Tenant moving in and he relied on the Move-In Inspection Report to verify this. The Landlord did not provide a copy of the Move-In Inspection Report.
- The Landlord testified that the living room and bedroom had been freshly painted before the Tenant moved in, but not the bathroom. The Landlord further stated that 'perhaps the bathroom was in need of painting anyway'.
- There was no Move-Out Inspection done.

The Tenant 's evidence:

- The Tenant testified that she didn't have time to clean the suite before she moved out.
- The Tenant testified that there was a hole in the bathroom door when she moved into the rental unit, but she didn't see it when the Move-In Inspection was done. She said she advised the Landlord about the hole some time after she moved in, but did not recall the date she advised the Landlord.

Analysis

The Tenant made no payment towards rent in the month of December, 2008. The Landlord is entitled to recovery of the loss of rent prorated for 14 days, calculated from the December 1, 2008 to the day before he was able to re-rent the rental unit on December 15, 2008. I calculate this loss as follows:

Monthly rent = \$675.00

Daily rent ($\$675.00 \times 12 / 365$) = \$22.1917

Amount of loss ($\$22.1917 \times 14$ days) = \$310.68

The Tenant admitted that she did not clean the unit before she moved out. The Landlord had to ensure the rental unit was clean and ready for the next Tenant and is therefore entitled to reimbursement of his cost for the cleaning and garbage removal. With respect to the filling of the hole in the bathroom door and the painting of the bathroom, the Landlord stated that the bathroom was probably in need of painting anyway. This is the Landlord's application and therefore the onus is on the Landlord to prove his claims. The Landlord did not provide a copy of the Move-In Inspection and therefore has not proven that the hole was not there when the Tenant moved in. The Landlord agreed that the bathroom was due for painting. Therefore I dismiss the portion of the Landlord's application for reimbursement for the painting of the bathroom and repairing the hole in the bathroom door.

I find that \$20.00 per hour is a reasonable price to pay for cleaning and garbage removal. There was no break-down in the receipt the Landlord provided of the number of hours required to clean the rental unit. However, I have found that the Landlord was entitled to compensation for his out-of-pocket expenses for cleaning the rental unit and assign the amount of \$60.00 (3 hours @\$20.00 per hour) towards that portion of his claim.

The Landlord was successful in today's application. Therefore, the Landlord is entitled to recover his filing fee in the amount of \$50.00 from the Tenant.

I find that the the Landlord has established a total monetary claim of \$420.68, calculated as follows:

Loss of rent for 14 days in December, 2008	\$310.68
Compensation for cleaning and garbage removal from the rental unit	\$60.00
Recovery of filing fee for this application	<u>\$50.00</u>
TOTAL	\$420.68

I order that the Landlord retain the security deposit of \$325.00, together with accrued interest in the amount of \$1.48 in partial satisfaction of the claim leaving a balance due to the Landlord of \$94.20.

Conclusion

I grant the Landlord a monetary order under section 67 of the Act for \$94.20. This order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

January 23, 2009
