

# Dispute Resolution Services

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

## Decision

Dispute Codes: O, MNR, FF

## Introduction

This hearing dealt with an application by the tenant for an order restricting the landlord's damages to the amount of the security deposit and a cross-application by the landlord for a monetary order. Both parties participated in the conference call hearing and had opportunity to be heard.

The applicant tenant had originally named a second person. L.Y., as a respondent. Evidence was submitted showing that while L.Y. either was the landlord or acted as an agent of the landlord during the tenancy, she ceased to do so in March 2008, several months before the end of the tenancy. At the hearing the tenant agreed to remove L.Y. as a respondent. The style of cause in this decision and the accompanying order reflect this amendment.

## Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

## Background, Evidence and Analysis

The tenancy began in June 2007 and ended in June 2008. At the end of the tenancy the parties conducted a condition inspection of the rental unit and on the condition inspection report, the tenant agreed that the landlord could retain his security deposit in full, although at that point the parties did not know the exact cost of cleaning, carpet cleaning, propane, etc. The parties agreed that on June 30 the tenant paid an additional \$290.00.

The rental unit is a cabin located on a property on which there is also a house and another structure referred to as a bachelor suite. The house, bachelor suite and cabin share the same BC Hydro account.

At the hearing the tenant agreed that the landlord was entitled to recover \$127.36 for Shaw Cable, \$28.35 for propane, \$35.00 in NSF fees and \$90.88 for advertising. The remainder of the landlord's claims and my findings around each are addressed below.

- [1] **Utilities.** The landlord claims \$821.19 in unpaid utilities. The landlord testified that the tenant was obligated to pay 20% of the BC Hydro bill. The tenancy agreement states that "utilities are shared" but does not assign a proportion of the utilities to the rental unit. The tenant argued that because the landlord has a hot tub and an ice machine and because there is also a workshop which uses hydro for lights and electrical equipment such as a lathe and grinder, it is unfair to expect him to pay 20% of the hydro bill. The tenant testified that he only used hydro for lights and heated the rental unit with wood to reduce the hydro bill. The landlord testified that the rental unit has a 40 gallon hot water tank which is electrically heated and that electricity is also used to operate the septic system and well. The landlord further testified that the tenant's girlfriend had come to the rental unit on a regular basis to do laundry. The tenant testified that L.Y., who was acting as the landlord throughout most of the tenancy, had told him that she had no idea how she would figure out how to fairly apportion responsibility for hydro between the various buildings, but told the tenant he shouldn't worry about it. In the absence of a specific term in the tenancy agreement apportioning a specific percentage of the overall bill, I must determine what would be a fair and reasonable percentage to be borne by the rental unit. Although the utility bill seems high, considering that 20% of the overall bill covers 13 months of use averaging out to approximately \$63.00 per month, I find that the amount claimed by the landlord is fair and reasonable. While the landlord, who resides in the house, clearly uses more electricity than is used by the cabin, he also pays 60% of the overall bill which seems in my mind to be reasonable. I find that the landlord is entitled to recover 20% of the overall cost of hydro as claimed and I award the landlord \$821.19.
- [2] **Carpet cleaning.** The landlord claims \$205.80 as the cost of carpet cleaning. The landlord provided photographs showing the condition of the carpets at the end of the tenancy and testified that there were grease stains and ash on the carpets which required three cleanings. The landlord entered into evidence photographs of

the carpet, a receipt showing that he paid \$205.80 to a professional carpet cleaner and testified that the cost was high because of the multiple cleanings required and the distance the company had to travel to the rental unit. The tenant testified that there were only about 300 square feet of carpet in the rental unit and that in another rental unit, he had approximately 1,000 square feet cleaned at a cost of only \$95.00. I find that the landlord is entitled to recover the entire amount spent on carpet cleaning. The carpets were badly soiled and I accept that multiple cleanings were required. Although the tenant was able to secure carpet cleaning services for much less for a rental unit located in town, one would expect that there would be an additional travel cost involved for cleaners to travel to a more remote area. I award the landlord \$205.80.

- [3] **Cleaning.** The landlord claims \$687.50 as the cost of cleaning the rental unit and removing garbage at the end of the tenancy. The landlord entered into evidence photographs showing the condition of the rental unit at the end of the tenancy and testified that he paid a friend, J.P., \$62.50 per hour for 11 hours of cleaning. J.P. appeared as a witness and testified as to the condition of the rental unit. J.P. testified that she based her hourly rate on a quotation from Molly Maid. The tenant entered into evidence a statement from a cleaning company in which it quoted a rate of \$25.00 per hour and a cleaning time of 5-6 hours to completely clean the cabin. The tenant testified that he had spoken with other cleaning companies in Victoria which gave estimates for hourly rates and time estimates without having seen the rental unit. Having viewed the photographs of the rental unit, I accept that it took 11 hours for a non-professional to clean the unit. However, I find the amount charged to be grossly inflated. No evidence was given showing that J.P. is a professional cleaner and therefore it is unreasonable for her to charge professional rates. Further, there is no evidence showing that Molly Maid's rates are based on one person performing cleaning rather than two. I find that a rate of \$18.00 per hour will adequately compensate the landlord and I award the landlord a total of \$198.00 for cleaning.

- [4] **Firewood.** The landlord claims \$554.40 as the cost of replacing firewood used by the tenant during the tenancy. The landlord testified that there were approximately

4 cords of firewood on the residential property at the beginning of the tenancy and that the tenant used approximately 3 cords of the firewood during the tenancy. The tenant testified that L.Y. told him midway through the tenancy that he should be using firewood but did not tell him that he would be charged for what he used. The landlord agreed that there was no specific agreement as to the cost of the wood, but argued that the tenant should have known that the wood could not be used for free. The landlord testified that sometime in January 2008 he saw the tenant taking wood and told him that the wood wasn't free. The tenant could not recall the landlord having made that statement. I accept the tenant's undisputed testimony that the landlord's agent told him to use the wood. If the landlord wanted to charge the tenant for wood, he bore the obligation to make clear the terms of the agreement at the time the parties entered into it. The landlord cannot make the wood available to the tenant, encourage him to use it and impose a price on it after it has been consumed. I find that the landlord may not now charge for the firewood and I dismiss this part of the landlord's claim.

In summary, the landlord has been successful in the following claims:

Utilities	\$ 821.19
Carpet cleaning	\$ 205.80
Cleaning	\$ 198.00
Undisputed claims (cable, propane, NSF, advertising)	\$ 281.59
<b>Total:</b>	<b>\$1,506.58</b>

I find that the landlord has established a claim for \$1,506.58. After applying the \$290.00 paid by the tenant on June 30, the landlord is entitled to \$1,216.58. I order that the landlord retain the deposit and interest (calculated as of the date of this judgment) of \$332.77 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$883.81. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is awarded \$883.81. As the parties have each enjoyed some success, each will bear the cost of his own filing fee.

Dated March 09, 2009.