



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been personally served with the application for dispute resolution and notice of hearing on May 20, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on October 15, 2008 and ended in March 2009. Rent was originally \$1,275.00 per month but was reduced at some point to \$1,250.00 per month. The tenant paid a \$637.50 security deposit at the outset of the tenancy.

The landlord testified that at the beginning of 2009, the tenant wrote several cheques for \$1,250.00 in rent for which he had insufficient funds in the bank. The landlord seeks to recover 2 months of unpaid rent at a rate of \$1,275.00 per month. The tenant was on a fixed term tenancy which was set to expire on October 31, 2009 and ended the tenancy in March of that year. The landlord seeks to recover advertising costs.

The landlord testified that the tenant failed to adequately clean the rental unit and that the landlord spent a considerable time cleaning the unit. The landlord seeks to recover

\$76.00 for cleaning materials and \$270.00 to compensate him for his labour. The landlord testified that the tenant also failed to clean the carpets or the ducts and furnace and seeks to recover the cost of those professional services. The tenant further failed to attend to the lawn and the landlord paid a neighbour \$75.00 in cash to perform that service at the end of the tenancy.

The landlord claimed that there were a number of problems with the rental unit which required repair totalling \$544.14 in materials and 30 hours of labour for which the landlord seeks compensation of \$900.00. The landlord further seeks to recover the cost of gas to and from the rental unit to perform repairs and cleaning.

The landlord testified that he discovered the 2 year old dishwasher was entirely inoperable at the end of the tenancy and that he replaced the appliance at a cost of \$754.55.

The landlord also seeks to recover the \$50.00 filing fee paid to bring his application.

Analysis

I accept the landlord's undisputed testimony and find that the tenant failed to pay rent for two months in 2009. However, it is clear that at the time, the rent had already been reduced to \$1,250.00 per month. I find that the landlord must be bound by this new agreement. I award the landlord \$2,500.00 in rental arrears.

I dismiss the claim for the cost of advertising as the invoices provided by the landlord predate the tenancy and do not prove the cost of advertising at the end of the tenancy.

I accept the landlord's undisputed testimony regarding the cleaning required and I find that the tenant failed to adequately clean the rental unit at the end of the tenancy. I accept that the landlord spent \$76.00 on cleaning supplies and I award the landlord \$76.00. I further accept that the landlord spent a considerable amount of time cleaning. At the hearing the landlord was unable to give an estimate of the time spent cleaning or the hourly rate charged. I note that under the landlord's charge for labour he charged

\$30.00 per hour and I assume he applied the same hourly rate to cleaning, which would mean that the \$270.00 charge represented 9 hours of cleaning. I find that a charge of \$30.00 per hour is excessive and find that \$15.00 will adequately compensate the landlord. I award the landlord \$135.00 for cleaning.

Although the landlord claimed to have submitted a receipt for carpet cleaning, it is not in the evidence. I dismiss the claims for carpet cleaning and duct cleaning as no invoices were provided and as duct cleaning would not be the tenant's responsibility in any event pursuant to Residential Tenancy Policy Guideline #1.

I dismiss the claim for mowing the lawn as the landlord was unable to provide evidence that he paid for yard work.

I dismiss the claim for gas required for trips to and from the rental unit. The landlord chose to operate a business which was not located close to his home and the tenant cannot be held responsible for the cost of the landlord attending at his place of business.

I dismiss the claim for \$544.14 for materials and \$900.00 for labour as unproven. The landlord was unable to provide details of what repairs were required and I am not satisfied that any damage was not the result of reasonable wear and tear.

I accept that the dishwasher was not functional at the end of the tenancy. However, the landlord is required to prove that the dishwasher stopped functioning as a result of the damage caused by the tenant rather than as a result of a normal malfunction or reasonable wear and tear. Accordingly I dismiss the claim for the cost of replacing the dishwasher.

I find that the landlord is entitled to recover the \$50.00 filing fee paid to bring his application and I award him \$50.00.

Conclusion

The landlord is awarded a total of \$2,761.00 which represents \$2,500.00 in unpaid rent, \$76.00 for house cleaning materials, \$135.00 for cleaning labour and \$50.00 for the filing fee. I order the landlord to retain the \$637.50 security deposit and the \$2.04 in interest which has accrued to the date of this judgment and I grant the landlord a monetary order under section 67 for the balance of \$2,121.46. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: October 07, 2010

Dispute Resolution Officer