



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenant had failed to pay \$540.00 of his rent for the month of May.

The landlord testified that at the end of the tenancy the tenant failed to adequately clean the rental unit. The landlord claimed that he spent an hour cleaning the unit as the tenant had not cleaned the microwave, had left a residue in the bathtub and had not cleaned behind or underneath the refrigerator or stove. The landlord claimed that it would have cost him \$75.00 to hire a professional to perform the cleaning. The landlord further claimed that the tenant had scratched the floorboards of the rental unit which were newly installed in January and claimed that he had received a quotation for \$240.00 to repair the affected boards. The landlord provided photographs of the areas he claimed were inadequately cleaned and of the floorboards.

The tenant acknowledged that he had not adequately cleaned the areas in question but disputed that it would have taken an hour to perform that cleaning. The tenant

acknowledged that he scratched the floor and that the scratches were probably “slightly more than reasonable wear and tear” but disputed the amount the landlord sought to recover to repair the scratches. The tenant testified that he left window coverings in the rental unit and that he should be credited with the value of those window coverings.

Analysis

As the parties have agreed that \$540.00 in rent was unpaid in May, I award the landlord \$540.00.

I accept that the rental unit had some areas which needed to be cleaned. However, I find the landlord’s claim to be excessive. I find that it should have taken the landlord no more than one half hour to perform the cleaning. The landlord is not a professional cleaner and may not charge professional rates for his time. I find that an hourly rate of \$20.00 per hour is appropriate and I award the landlord \$10.00 which represents one half hour of cleaning.

As for the floorboards, I accept that there are scratches on the floor which may be characterized as beyond reasonable wear and tear. However, the landlord failed to provide written estimates and there is no way to determine whether the scope of the proposed repair is reasonable in proportion to the damage done or to ascertain that the cost of the repair is what the landlord claims. I find that the landlord is entitled to recover some amount to reflect the diminished value of the floor and I find that \$100.00 will adequately compensate the landlord. I award the landlord \$75.00.

I cannot credit the tenant with the value of the window coverings as there is no agreement between he and the landlord that the window coverings would be accepted or useful.

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

Conclusion

The landlords have been awarded \$675.00 which represents \$540.00 in unpaid rent, \$10.00 for cleaning, \$75.00 for the diminished value of the floor and \$50.00 for the filing fee. I order the landlord to retain the \$350.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$325.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: November 12, 2010

Dispute Resolution Officer