



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MND, MNR, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the rental unit; for a monetary Order for unpaid rent; and to recover the fee for filing this Application for Dispute Resolution.

The female Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on November 01, 2010. The Landlord submitted Canada Post Documentation that corroborates this statement. The female Agent for the Landlord stated that they obtained the service address for the Tenant from the Ministry of Employment and Income Assistance, with which they have an information sharing agreement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent, to compensation for damage to the rental unit, and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord submitted a tenancy agreement that indicates this tenancy began on March 01, 2009, although the female Agent for the Landlord stated that the Tenant was permitted to move into the rental unit on February 13, 2009. The tenancy agreement indicates that rent was due on the first day of each month and that the market rent for the rental unit was \$610.00. The female Agent for the Landlord stated that the Tenant was only required to pay subsidized rent of \$349.00.

The female Agent for the Landlord stated that this tenancy ended on August 31, 2010 but the parties agreed that the Tenant could occupy the rental unit until September 08, 2010. The female Agent for the Landlord stated that the Tenant did not pay rent for any portion of September. The Landlord is seeking compensation, in the amount of \$93.00, for the eight days the Tenant occupied the rental unit in September.

The Landlord is seeking compensation, in the amount of \$250.00 for cleaning the rental unit. The Landlord submitted photographs to show that the rental unit required cleaning at the end of the tenancy. The male Agent for the Landlord stated that he spent 18.5 hours cleaning the rental unit. The claim for \$250.00 is a claim for compensation for the time, or a portion of the time, the employee spent cleaning the rental unit.

The Landlord is seeking compensation, in the amount of \$135.00 for repairing three holes in the walls, that ranged in size from 1/2 " X 1/2" in diameter to 2 1/2" X 3 3/4" in diameter. The Landlord submitted a photograph of one of those holes. The female Agent for the Landlord stated that the Landlord paid a company \$544.66 to repair the holes and repaint the rental unit. The female Agent for the Landlord stated that they estimate it cost approximately \$75.00 to repair the three holes and \$60.00 to repaint these areas after the repairs.

The Landlord is seeking compensation, in the amount of \$120.00 for replacing linoleum in a bedroom. The Landlord submitted a photograph that shows the damaged flooring. The female Agent for the Landlord stated that she believes the Tenant's washing machine overflowed and the water was allowed to sit on the floor; that the Landlord was never notified of the incident and could not, therefore, rectify the problem, and that the water sitting on the floor caused the linoleum to lift. The female Agent for the Landlord stated that an employee of the Landlord spent four hours replacing the flooring, for which the Landlord is seeking compensation at \$30.00 per hour.

The Landlord is seeking compensation, in the amount of \$29.83 for replacing two passage sets in the rental unit. The female Agent for the Landlord stated that the Tenants replaced two non-locking passage sets on bedroom doors in the rental unit with locking passage sets during this tenancy. The female Agent for the Landlord stated that the Landlord replaced the locking passage sets with non-locking passage sets they keep in stock. The Landlord submitted a receipt to show that the Landlord purchased several passage sets at \$13.34 per unit plus tax. The female Agent for the Landlord stated that tax was calculated at 12%.

Analysis

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the Tenant was required to pay subsidized rent of \$349.00 on the first day of each month; that the tenancy ended on August 31, 2010, that the Tenant vacated the rental unit on September 08, 2010; and that she did not pay rent for the eight days she occupied the rental unit in September.

It is commonly understood that tenants are required to pay rent on a per diem basis if they remain in the rental unit after the end of the tenancy. As the Tenant remained in the rental unit for eight days after this tenancy ended, I find that she is obligated to pay rent of \$93.04. As the Landlord is only claiming compensation, in the amount of \$93.00, for this period, I award the Landlord \$93.00 in compensation.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean condition at the end of the tenancy. In reaching this conclusion I was heavily influenced by the photographs that clearly show the rental unit required cleaning. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is the time the Landlord's employee spent cleaning the rental unit. I find that the Landlord's claim of \$250.00 is more than reasonable for the 18.5 hours an employee spent cleaning the rental unit and I award compensation in this amount.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair three holes in the walls of the rental unit at the end of the tenancy. In reaching this conclusion I was heavily influenced by the photograph that clearly shows one hole in a wall and by the female Agent for the Landlord's testimony that there were two similar holes. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. On the basis of the receipt, in the amount of \$544.68, from the company that painted and repaired the walls and the testimony of the female Agent for the Landlord, I find that it is reasonable to conclude that \$135.00 of this repair bill can be attributed to the holes in the wall. I therefore award compensation of \$135.00 for repairing three holes in the wall.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the damaged flooring in one bedroom. In reaching this conclusion I was heavily influenced by the photograph that clearly shows the damaged flooring and by the female Agent for the Landlord's testimony that the damage was caused by standing water that likely flowed from the Tenant's washing machine. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. I find that the Landlord's claim of \$120.00 is reasonable for the four hours an employee spent replacing the flooring and I award compensation in this amount.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to restore the passage sets on the bedroom doors to their original condition. In reaching this conclusion I was heavily influenced by the female Agent for the

Landlord's testimony that two passage sets had been changed from non-locking sets to locking sets and that the Landlord did not wish to leave the locking sets in place. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. Based on the receipt that was submitted in evidence, I accept that the Landlord paid \$26.68 plus tax to purchase two passage sets and I award the Landlord \$29.83 in compensation.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$677.83, which is comprised of \$93.00 in unpaid rent, \$250.00 for cleaning the rental unit, \$284.83 for repairing damages to the rental unit, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the amount \$677.83. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 18, 2011.

Residential Tenancy Branch