

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application by the Landlord for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave affirmed testimony. The Tenant did not attend.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the rental property?
Is the Landlord entitled to keep all or part of the security deposit?

Background and Evidence

The Landlord states that the Tenancy began on January 1, 2010 as shown on the submitted copy of the tenancy agreement. The Landlord states that the tenancy ended on February 28, 2011. The monthly rent as shown was \$1,100.00 payable on the 1st of each month and a security deposit of \$550.00 was paid on December 8, 2009. The Landlord states that he was given the Tenant's forwarding address in writing on February 24, 2011.

The Landlord has provided a registered mail receipt for the notice of hearing package which was served on the Tenant on March 16, 2011. The Landlord states that he personally served the evidence package on the Tenant at the forwarding address on June 9, 2011. The Landlord states that the Tenant did not attend to participate in the condition inspection report for the move-out and that he completed it on his own.

The Landlord is claiming \$460.00 for 23 hours @ \$20.00 per hour of cleaning performed by Clarity Cleaning as shown in the submitted invoice. The Landlord relies on the incomplete condition inspection report and the photographs that document the state of the rental unit. It was noted during the hearing that 30 of the 59 photographs were for before the end of the tenancy when the Landlord took possession.

The Landlord is also claiming \$260.00 for 13 hours of personal labour @ 20 hours for general cleaning of the rental unit. The Landlord states that this consist of 6 hours to cleaning a bathroom, 4 hours to clean a stove and 3 hours to remove garbage and recycling.

The Landlord has made a claim for the replacement of a blind for \$8.93 as shown by the receipt from walmart and the condition inspection report for the move-out.

The Landlord has made a claim for \$24.42 light bulbs and has supplied a receipt from Superior lighting. The Landlord has made reference to replacing a light fixture, but has not provided an invoice for this or any evidence of missing/used light bulbs in the condition inspection report for the move-out.

The Landlord has made a claim for labour for repairs for \$140.00 for 7 hours at \$20.00 per hour. The Landlord specified that this is for 2 hours to replace a master bedroom blind, 3 hours to replace lights and minor repairs and 2 hours to replace a blind in the second bedroom. The Landlord relies on the photographs submitted into evidence.

The Landlord has made a claim for \$208.00 for the cost of wallpaper supplies, \$570.00 for the cost of vinyl flooring supplies and \$500.00 for the cost of labour to install these items. The Landlord states that this claim is based on work not yet done and personal estimates of the costs and an arbitrary amount for the labour.

The Landlord is requesting \$500.00 in damages to be awarded to his new tenants for the delay in moving into the rental unit and having the cleaner in the unit on 4 different occasions.

Analysis

Based upon the undisputed affirmed testimony of the Landlord, I am satisfied that the Tenant has been properly served with the notice of hearing and evidence packages.

The Landlord has established a claim for the \$460.00 incurred from the Clarity cleaning invoice. Based upon the undisputed evidence submitted, the Landlord has been successful in establishing a claim for this cost.

The Landlord has established a claim for personal labour cost, but I find that based upon the evidence supplied that it is excessive. I award to the Landlord 8 hours @ \$20.00 per hour for a total of \$160.00.

The Landlord has established a claim for the \$8.93 replacement of a broken blind.

The Landlord's claim for \$24.42 for light bulbs has not been established. The Landlord has not provided any evidence of missing or broken light bulbs. Further the Landlord's evidence of a broken light fixture has not been established. The Landlord's evidence is contradicted by his own condition inspection report and a lack of evidence to claim for the cost of a light fixture. This portion of the Landlord's claim is dismissed.

The Landlord's claim for \$140.00 for his personal labour to effect repairs has only been established for the replacement of the two blinds. I find that the Landlord has provided insufficient evidence for the replacement of lights and minor repairs and that the 7 hours claimed is excessive. I award to the Landlord 2 hours at \$20.00 per hour for a total of \$40.00.

The Landlord's claim for costs not incurred for the wallpaper and flooring have not been established. The Landlord has not provided any details of the damage other than a notation on the incomplete condition inspection report. Further the Landlord has not provided any evidence to support the costs being claimed. The \$1,278.00 being claimed by the Landlord is dismissed.

The Landlord has made a claim for \$500.00 for damages to his new tenants for the delay of completing their move-in while he completed repairs and cleaning of the rental unit. The Landlord states that this is an arbitrary amount and is not based on costs incurred or paid to the new Tenant. The Landlord's claim for damages for his new Tenant's is dismissed. Costs not incurred by the Landlord are not claimable.

I find that the Landlord has established a total monetary claim of \$668.93. The Landlord is entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$550.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$168.93. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$168.93.
The Landlord may retain the security deposit.

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: June 23, 2011.

Residential Tenancy Branch