



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67
2. A Monetary Order for unpaid rent – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy with two co-tenants began on February 23, 2008. On May 1, 2010 a second tenancy began with the current Tenant, one of the previous two tenants. This tenancy ended on October 27, 2010. Rent in the amount of \$595.00 was payable in advance on the first day of each month. No security deposit was collected by the Landlord. A move-out inspection was carried out alone by the Landlord on November 9, 2010 as the Tenant did not show up.

The Landlord states that the Tenant failed to clean the unit before leaving and left damages to the unit. The Landlord states that the carpet on the stair was dirty on move-out and claims the cost of steam cleaning the carpet in the amount of \$56.00. The Landlord claims the cost of cleaning the unit at a rate of \$37.00 for 8.5 hours in the amount of \$273.82. The Landlord states that the storage room entry door was dented and claims the amount of \$40.00 for the cost of this repair. The Landlord states that two walls of the unit were damaged by large holes and several other walls were damaged by dirt, stains, and other mark and claims the amount of \$275.60 for these repairs. Finally, the Landlord states that the Tenant failed to pay rental arrears in the amount of \$1,282.16 for August, September and October 2010 and claims this amount.

Analysis

In a claim for damage or loss under the Act, the party claiming costs for the damage or loss must prove the following: damage or loss exists, the damage or loss claimed was caused by the actions or neglect of the responding party, costs for the damage or loss have been incurred or established and steps were taken by the claiming party to minimize or mitigate the costs claimed. Given the undisputed evidence of the Landlord, I find that the Landlord has proven on a balance of probabilities that the Tenant was responsible for leaving an unclean unit and for damages to the unit. I find that the amount claimed for cleaning the unit however is unreasonably high and I reduce this amount to a more reasonable cost of \$20.00 per hour for 8.5 hours and award the Landlord the amount of **\$170.00**. Accepting the damages and evidence of reasonable costs to clean the carpet and make repairs to the unit as stated, I find that the Landlord is entitled to the amount of **\$56.00** for carpet cleaning, **\$40.00** for a door repair and **\$257.60** for repairs to the walls of the unit. Based on the undisputed evidence of the Landlord, I find that the Landlord is entitled to the amount of **\$1,282.16** for rental arrears. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,855.76**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **\$1,855.76**.

If necessary, this order may be filed in the 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: October 26, 2011.

Residential Tenancy Branch