



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      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; and
2. 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 began on January 20, 2010 with two Tenants and was ended when the one tenant moved out of the unit. A second tenancy agreement was entered into with the remaining and current Tenant on May 1, 2010. The tenancy ended on June 30, 2010. Rent in the amount of \$479.00 was payable in advance on the first day of each month. No security deposit was collected by the Landlord. A move-in inspection was conducted with both Parties on January 20, 2010 for the first tenancy. The Landlord states that the Tenant was provided two opportunities to attend a move-out inspection

but did not appear. The Landlord completed a move-out inspection on July 5, 2010 and provided a copy of the report as evidence.

The Landlord states that the Tenant failed to clean the unit before leaving and left damages to the unit. The Tenant's spouse and previous co-tenant broke a window during the tenancy that was repaired at the time and an agreement was obtained by the Landlord from the spouse to pay the costs however this was not followed through by the Landlord and the Landlord now claims this cost against the Tenant in the amount of \$133.89. A second window was broken at move out and the Landlord claims the cost of repair in the amount of \$177.45. 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 9 hours in the amount of \$273.82. The Landlord states that this high hourly cost was the only rate obtainable through a bid process. The Landlord states that the thermostat, fridge bar and towel bar required replacement and claim the costs for supplies and repairs in the amount of \$60.06.

### 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 some damages to the unit. I find that the amount claimed for cleaning the unit is unreasonably high and I reduce this amount to a more reasonable cost of \$20.00 per hour for 9 hours and award the Landlord the amount of **\$180.00**. Given the agreement obtained by the Landlord for the spouse to pay the cost of the first broken window and considering the Landlord's failure to pursue the agreement by the other person to pay this cost, I find that the Landlord is not entitled to claim this amount against the Tenant and I dismiss the claim for the cost of this

broken window and award the amount of **\$177.45** for the cost of repairing the window that was broken at move-out. Given that the Tenant was only in the unit for a month on the second tenancy agreement, I find that the Landlord's claim for the cleaning of the stairs to be unreasonable and I dismiss this part of the claim. Accepting the damages to the thermostat, fridge bar and towel bar, I find that the Landlord is entitled to the amount of **\$60.08** for these repairs. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$467.53**

#### Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **\$467.53**. 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.

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Residential Tenancy Branch