



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, compensation for damage or loss under the Act and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on January 26, 2012, the tenant was served copies of the Notice of hearing package and evidence to the forwarding address she supplied to the landlord when the tenancy ended on June 1, 2011. On January 26, 2012, the landlord went to the address in an attempt to personally serve the tenant. An individual at the house told the landlord that the tenant continued to reside in the house. On that date the landlord sent the tenant the Notice of hearing comments via registered mail. The Canada Post web site indicated that the registered mail was accepted and it was not returned to the landlord.

The landlord stated that the week prior to this hearing someone left copies of hearing documents in the landlord's mail box, that were from a previous hearing held as a result of the tenants application; the landlord assumed this was the tenant.

Issue(s) to be Decided

Is the landlord entitled to compensation for damage to the unit in the sum of \$323.32?

Is the landlord entitled to compensation for damage and loss under the Act in the sum of \$250.05?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced prior to the time the landlord purchased the home on April 1, 2011. After the landlord took possession of the home the tenant signed several addendums to the tenancy agreement; copies were provided as evidence. The landlord stated that one addendum required the tenant to have the carpets cleaned at the end of the tenancy; however the clause could not be identified.

A move-in condition inspection report was not completed until the landlord's purchased the unit; the tenancy had already been in force.

The tenant vacated the unit on June 1, 2011. The tenant had given late written notice ending the tenancy, which the landlord accepted for vacancy on May 31, 2011.

The landlord has made the following claim:

Mileage	15.05
Cleaning supplies	20.00
Cleaning charges – Landlord time	200.00
Carpet cleaning	103.32
Loss of rent revenue June 1, 2012	40.00
TOTAL	573.37

On June 1, 2011, a move-out condition inspection report was completed; the tenant signed agreeing to the amount noted for deductions; however, the report did not include any amount that could be retained from the deposit paid. The report did include notations that the unit was dirty, walls needed cleaning, the fridge, stove and oven were not clean, window sills were dirty, and the toilet needed cleaning. The tenant had said that the unit was not clean when she moved in at the start of the tenancy.

The landlord claimed their costs for mileage and wages lost due to the failure of the tenant to clean the unit for the new occupants.

The landlord claimed costs for cleaning supplies; no verification of these costs was supplied as evidence.

The landlord supplied photographs of the unit showing a dirty bathroom fan cover; some items left behind, such as a rug a dirty oven, dirt under the fridge, dirty stove element trays and a small amount of garbage. The landlord supplied a copy of a time sheet charging 8 hours of cleaning at \$20.00 per hour for their time.

The landlord supplied a copy of a June 1, 2011, carpet cleaning invoice in the sum of \$103.32.

A note from the new occupants was supplied as evidence. They could not move in on June 1, as the unit was not clean. The landlord stated they deducted \$40.00 from the rent owed, to provide the new occupants with compensation for the 1 day they could not occupy the unit in June, 2011.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

The landlord has claimed costs for mileage and loss of wages. An applicant can only recover damages for the direct costs of breaches of the *Act* or the tenancy agreement in claims under Section 67 of the *Act*, but “costs” incurred with respect to filing a claim for damages are limited to the cost of the filing fee, which is specifically allowed under Section 72 of the Residential Tenancy Act. As a result, this portion of the claim is denied and the landlord is at liberty to write it off as a business expense.

In relation to the cleaning costs, I find from the evidence before me that the unit did require some cleaning in order to bring it to the standard of reasonably clean, as required by the *Act*. I find that the photographs indicted the need for cleaning within the time claimed by the landlord. I find that a charge of \$20.00 per hour for cleaning is not unreasonable. Therefore, I find that the landlord is entitled to costs claimed for cleaning completed.

The tenant was served with notice of this hearing and did not attend to dispute the claim for carpet cleaning, which I find is a reasonable step to be taken at the end of a tenancy. The landlord has provided verification of the costs; therefore, I find that the landlord is entitled to compensation for the carpet cleaning.

As the tenant did not vacate the rental unit on the last day of the tenancy and over-held for 1 day, I find that the landlord is entitled to loss of rent revenue in the sum of \$40.00, which was deducted from rent owed by the new occupants. The tenant was to vacate the unit on the last day of May and did not do so.

Therefore the landlord is entitled to the following:

	Claimed	Accepted
Wages	195.00	0
Cleaning supplies	20.00	0
Cleaning charges – Landlord time	200.00	200.00
Carpet cleaning	103.32	103.32
Loss of rent revenue June 1, 2012	40.00	40.00
TOTAL	573.37	343.32

I find that the landlord's application has merit and that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The balance of the claim is dismissed.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$393.32, which is comprised of damage and damage or loss 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 in the sum of \$393.32. 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: March 30, 2012.

Residential Tenancy Branch