



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit and to recover the cost of filing the application from the tenants.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail. The landlord stated the Canada post tracking history shows the tenants signed for the packages on June 21, 2012, the tenants did not appear.

The landlord's agent appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation for damage to the unit?

Is the landlord entitled to recover of the cost of their application from the tenant?

### Background and Evidence

The tenancy began on August 1, 2010, under the provision of a BC housing tenancy agreement.

The tenants abandoned the property on January 31, 2012 and the landlord has incurred costs to clean and repair the rental unit due to the condition it was left in by the tenants.

The landlord claims as follows:

a.	Garbage hauling	\$766.88
c.	Carpet cleaning	\$146.72
d.	Clean rental unit	\$290.00
e.	Less credit of \$10.00 from rent	\$(10.00)
	Total Claimed	\$1,694.39

### Garbage hauling

The landlord's agent testified the tenants made no attempt to clean the rental unit and there was a large amount of items left behind that had to be removed and disposed of. The landlord's agent stated they had to hire and pay a hauling company and seek to recover the amount of \$766.88. Filed in evidence are photographs. Filed in evidence is a copy of the receipt.

### Second coat of paint

The landlord's agent testified that a second coat of paint was required in the rental unit. The landlord acknowledges the photographs do not show that the rental unit would require a second coat of paint and is relying on the painter as the painter will only apply a second coat of paint if required. Filed in evidence are photographs. Filed in evidence is a receipt.

### Carpet cleaning

The landlord's agent testified the tenants did not steam clean the carpets at the end of the tenancy and they hired a carpet cleaning company to clean the carpets. The landlord seeks to recover the amount of \$146.72. Filed in evidence is a copy of the receipt.

### Clean rental unit

The landlord's agent testified the tenants did not attempt to clean the rental unit and due to the condition it was left in they had to pay someone 20.5 hours to clean the unit. The landlord's agent stated they only seek to recover 14.5 hours at the rate of \$20.00 in the total amount of \$290.00.

### Analysis

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and

- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the landlord has the burden of proof to prove a violation of the Act and a corresponding loss.

#### Garbage hauling

The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit and property. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.

The photographic evidence shows the tenants did not comply with "reasonable health, cleanliness and sanitary standards" and left the unit in a horrible condition. The landlord hired and paid a hauling company to remove the garbage left behind. I find the landlord did suffer a loss due to the actions of the tenants violating the Act. The landlord is entitled to compensation in the amount of **\$766.88**.

#### Second coat of paint

In this case, the landlord is claiming for a second coat of paint. The photographic evidence does not support that all walls would require a second coat, however, I note from some of the photographs a second coat would be required in some areas. As a result, I grant the landlord half of the cost of the second coat of paint in the amount of **\$250.39**.

#### Carpet cleaning

The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

In this case, the tenancy exceeded one year and the tenants were required to ensure the carpets were steam cleaned at the end of tenancy. I find the landlord did suffer a loss due to the actions of the tenants violating the Act. The landlord is granted compensation for cleaning the carpets in the amount of **\$146.72**.

#### Clean rental unit

The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit and property. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.

The photographic evidence shows the tenants did not comply with "reasonable health, cleanliness and sanitary standards" and left the unit in a horrible condition. I find the landlord did suffer a loss due to the actions of the tenants violating the Act. The landlord is entitled to compensation in the amount of **\$290.00**.

I find that the landlord has established a total monetary claim of **\$1,493.99** comprised of the above described amount and the **\$50.00** fee paid for this application and less the \$10.00 credit from rent.

### Conclusion

The landlord is granted a monetary in the above amount.

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: August 15, 2012.

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Residential Tenancy Branch