



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MND, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on January 15, 2013. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agents appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Preliminary Issues

It was noted that the landlord should be properly identified as the BC Housing Management Commission instead of BC Housing as submitted by the landlord. The landlord testifies that the tenant would be aware of the correct name for the landlord as it is shown on the tenancy agreement. I have amended the landlord's application to reflect the proper identification of the Landlord.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for damage to the unit, site or property?

Background and Evidence

The landlord's agents testify that this month to month tenancy started on May 01, 2009. A new tenancy agreement was entered into on October 01, 2010. The tenant paid a subsidized rent of \$555.00 per month which was due on the first day of each month.

Both parties attended a move in and a move out condition inspection of the unit and a copy of the inspection report has been provided in evidence.

The landlord's agent LM testifies that it was found during the move out inspection conducted on November 01, 2011 that the tenant failed to leave the rental unit in a reasonably clean manner. The landlord has provided a copy of the cleaning invoice which documents that the unit was very dirty. The cleaners took over 20 hours to clean the unit however as some of this time was spent stripping the floors the landlord only seeks to claim for eight hours of cleaning at \$37.00 per hour to a total sum of \$296.00. The landlord has provided photographic evidence of the unit.

The landlord's agent KB testifies that the tenant was still washing walls during the inspection and the agent has documented all areas that required cleaning on the inspection report.

The landlord's agent LM testifies that the tenant failed to clean the stair carpets in the unit. The landlord seeks to recover the sum of \$56.00 for this work and an invoice has been provided in evidence.

The landlord's agent request to withdraw their claim for furniture disposal to the sum of \$62.96 as this section of the claim was made in error.

The landlord's agent LM testifies that the bars in the fridge door were missing. The landlord has had to replace these bars at a cost of \$24.70 and seek to recover \$45.00 for the landlords labour to replace them in the fridge door. A copy of the invoice for the bars has been provided in evidence.

The landlord's agent testifies that they did not file this application sooner as they had to confirm the tenants forwarding address was still current and they give the tenant time to resolve this dispute by paying any money owed. As the tenant did not do so the landlord filed this application.

### Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and sworn testimony before me.

Section 32(2) and 32(3) of the *Act* states that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access and a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. I find the landlord has established that the tenant did not leave the rental unit in a state of cleanliness that complies with this section of the *Act* and did not repair the damage caused to the fridge at the end of the tenancy.

I further find the tenant is required to clean any carpets in the rental unit if the tenancy exceeds a year and the landlord has established that the tenant did not clean the stair carpets. A landlord is required to provide evidence of the actual costs required to remedy any damage or loss and the landlord has provided a cleaning invoice, a carpet cleaning invoice and an invoice for the fridge repairs. The landlord has also provided evidence in the

form of the move in and move out condition inspection reports and photographic evidence showing the areas that required cleaning, the carpets and the damage to the fridge.

Consequently it is my decision that the landlord is entitled to recover the amount of **\$296.00** for cleaning; **\$56.00** for carpet cleaning; and **\$69.70** for the fridge repairs. The remainder of the landlord's monetary claim has been withdrawn. A monetary award to the amount of **\$421.70** has been issued to the landlord pursuant to s. 67 of the *Act*.

As the landlord has been successful with this amended claim, I find the landlord is also entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*.

### Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$471.70**. The order must be served on the respondent and is enforceable through the Provincial Court 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: April 08, 2013

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Residential Tenancy Branch