



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Coast Realty Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, FF

### Introduction

This hearing was convened by way of conference call in response to the landlords application for a Monetary Order for unpaid rent; a Monetary Order for damage to the unit, site or property; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on January 29, 2013. Mail receipt numbers were provided in the landlord's documentary evidence. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord's agent appeared, gave testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

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

### Background and Evidence

The landlord's agent states that this tenancy started on May 01, 2011 for a fixed term of six months. The tenancy continued after that time on a month to month basis. Rent for this unit was \$1,095.00 per month and was due on the first day of each month.

The parties attended a move in and a move out condition inspection of the property at the start of the tenancy and after the tenancy had ended. The tenants vacated the rental unit some time after the first week of November, 2012.

The landlord's agent states the tenants failed to pay rent for November, 2012. A 10 Day Notice to End Tenancy was served upon the tenants on November 07, 2012. This Notice informed the tenants that they owe rent for November and the notice had an effective date of November 17, 2012. The tenants did not pay the rent but moved from the rental unit. The landlord seeks to recover unpaid rent of \$1,095.00 for November, 2012 and the late fee of \$25.00. The landlord's agent states the tenancy agreement provides for a late fee to be charged.

The landlord's agent states that the tenants caused some damage to the rental unit. The landlord's agent states the tenants damaged a door which had to be replaced. A receipt has been provided in evidence for the door and labour to cut the door to a total sum of \$75.00. The landlord's agent states the landlord seeks \$167.75 for paint and supplies to paint the damaged door an invoice has been provided in evidence for \$104.31. A receipt for the paint and supplies has also been provided in evidence. The landlord's agent testifies that the tenants also caused some damage under the sink and a board in the cupboard had to be replaced. The drapes were damaged with holes and tears and the landlord seeks to recover \$119.12 and has provided a receipt for the drapes showing an amount of \$24.57. The drape rod also had to be replaced at a cost of 39.97. A receipt has been provided in evidence. The kitchen lights had been partially pulled from the ceiling and one lens was broken. The landlord seeks to recover \$46.98 but has not provided a receipt for this. The landlord's agent states that the handrails

were left loose at the start of tenancy and the landlord seeks the cost to have these repaired. Door stops were removed by the tenants and although this is not documented on the move out report the landlord seeks to recover \$15.98. The receipt provided in evidence is for \$3.38.

The landlord's agent states the tenants did not replace light bulbs and the smoke alarm was missing. The landlord seeks to recover \$45.49 for these items and has provided a receipt for \$3.18 for a light bulb and \$29.99 for the smoke alarm.

The landlord also seeks to recover the sum of \$1,645.00 for 47 hours work at \$35.00 per hour to repair, refinish and paint areas of damage to the stucco walls in the living room and hallway which the landlords agent states were damaged beyond normal wear and tear.

The landlord's agent states the tenants failed to leave the rental unit clean at the end of the tenancy, the fridge, stove, floors and walls all required cleaning along with the bathrooms. The landlord's cleaners have charged for 30 hours work to clean the unit at \$25.00 per hour to an amount of \$750.00. The cleaners have also charged the landlord the sum of \$73.35 for cleaning supplies.

The landlord's agent states that he has no explanation as to the difference in charges on the invoice for the cleaning and repair work to a total sum of \$3,506.64. The landlord's agent agrees that the cleaning required documented on the move out condition inspection report does not appear to relate to the amount of hours charged for cleaning on the landlords invoice.

### Analysis

I have carefully considered all the evidence before me, including the testimony of the landlord's agent. With regard to the landlords claim for unpaid rent; the landlord served

the tenants with a 10 Day Notice when rent was not paid for November, 2012. Section 26 of the *Act* states:

*A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

Consequently I find the landlord is entitled to recover unpaid rent for November, 2012 to the amount of \$1,095.00. I further find the landlord is entitled to recover a late fee of \$25.00 as the tenancy agreement provided in evidence provides for a late fee of this amount to be charged in any month rent is late.

With regards to the landlords claim for damage to the unit; when evidence is presented it must be clear to the person making the decision what the evidence relates to. Having reviewed this evidence and having heard the testimony of the landlord's agent I find there are some discrepancies between the invoice provided by the person making the repairs and doing the cleaning and the individual receipts and inspection reports as to the damage and cleaning that was the tenants responsibility.

Some of the receipts show different amounts for items such as drapes, paint and supplies and doorstops to that claimed for on the invoice from the persons who did the work. I also find the hours claimed for cleaning to be inconsistent with the level of cleaning indicated on the move out condition inspection report. Furthermore I find the landlord has not provided receipts for all items purchased such as the kitchen lights and has claimed for items that are documented as being damaged at the start of the tenancy such as the railings.

The landlord's agent could not offer an explanation to the discrepancies and I therefore find the credibility of this invoice to be in question. A landlord is required to meet the burden of proof in this matter and I find that burden of proof has not been established in all areas of the landlords claim. I therefore limit the landlords claim to the following amounts:

Cleaning - \$250.00

Cleaning supplies - \$50.00

Carpentry and hardware repair including the door and labour to prepare the door - \$175.00

Paint for the door and supplies to paint the door - \$104.31

Drapes - \$24.57

Drape rods - \$39.97

Doorstops - \$3.38

Light bulb - \$3.18

The reminder of the landlords claim including the claim for damage to the walls has not met the burden of proof. The landlord has not documented this damage on the inspection report and no other evidence has been provided. No receipt has been provided for a kitchen light and no explanation provided for a claim for miscellaneous millwork. No evidence has been provided to show that a smoke alarm was in place at the start of the tenancy or missing at the end of the tenancy and the landlords claim to fix the railings is denied as the inspection report clearly shows that the railings were damaged at the start of the tenancy. Consequently the reminder of the landlords claim for damages is denied.

As the landlord has been partially successful with this claim I find the landlord is entitled to recover the \$50.00 filing fee from the tenants pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord pursuant to s. 67 and 72(1) of the *Act* for the following amount:

Unpaid rent November	\$1,095.00
Late fees	\$25.00
Damages and cleaning costs	\$650.41
Filing fee	\$50.00
Total amount due to the landlord	\$1,820.41

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,820.41**. The order must be served on the respondents 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 22, 2013

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Residential Tenancy Branch