



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNR, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid utilities, for the cost of cleaning, repairs and painting, and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord.

During the hearing, the issue of the return of the security deposit came up. The landlord stated that the tenant agreed to allow him to retain the deposit. The tenant denied this. The landlord also stated that he was not provided with a forwarding address. The tenant agreed to allow the landlord to use the address of her place of employment for all future communications.

Since the landlord had not made application to retain the security deposit and the tenant denied having allowed the landlord to retain the deposit, I informed both parties that the landlord was at liberty to make an application to retain it within 15 days of the date of this hearing and serve the tenant at the forwarding address provided by the tenant.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid utilities, for the cost of cleaning, repairs and painting, and for the recovery of the filing fee?

Background and Evidence

The tenancy started on September 15, 2010 and ended on March 30, 2013. The tenant stated that he moved out in December 2012, but as the parties testified, it became apparent that the tenant formally handed over possession to the landlord on March 30, 2013.

The landlord filed a copy of the tenancy agreement which states that the rental unit is furnished, rent is \$900.00 and the tenant would be responsible for the amount of utilities in excess of \$100.00. The rental unit is located in the basement of the home. The landlord lives upstairs.

The landlord stated that the tenant refused to do a move out inspection despite several requests to do so. The landlord stated that the unit was left in an extremely dirty condition and has applied for the cost of 75 hours of cleaning at rates varying from \$80.00 per hour to \$20.00 per hour for a total of \$3,975.00. The cleaning was done by the landlord, his family members and the witness.

The witness could not recall the exact dates that she cleaned the unit, but stated that she cleaned for 11 hours on two days and was paid \$20.00 per hour. The witness confirmed that the unit required a lot of cleaning and that there was garbage strewn everywhere.

The landlord did not file any receipts for the cost of cleaning. He stated that he has a law degree and his hourly charges are \$80.00. He has also claimed \$25.00 per hour for the witness who testified that he paid her \$20.00 per hour.

The landlord filed digital evidence which contains 175 photographs. The photographs depict the condition of the unit as it was left by the tenants. The photographs support the landlord's testimony that the unit was left in a dirty condition with unwanted items strewn everywhere.

The landlord has also claimed utilities in the amount of \$91.87 and has filed a copy of a utility bill for the amount of \$191.87 for March 2013.

The landlord stated that the unit was furnished but did not file a list of the furniture provided to the tenant at the start of the tenancy. In addition there was no documentation regarding the items or the condition of the items provided by the landlord for use inside the rental unit. The landlord has made a claim for several household items for a total of \$1,271.00. The list includes a mattress, easy chair, fans, toaster oven, wall unit, dishes, linen, pots, pans, refrigerator and stove.

The landlord stated that the tenant discarded a mattress and he had to replace it at a cost of \$400.00. The tenant stated that one night there was a storm and the drain on the landlord's deck was blocked by his possessions. The water came into the tenant's bedroom which is located directly below and soaked the mattress. The mattress was ruined and had to be discarded.

The landlord provided a receipt for the purchase of a replacement mattress. The receipt is dated March 28, 2008. The landlord has blacked out the name of the purchaser and the address it was delivered to. However the postal codes for both entries do not match the postal code of the rental unit.

The landlord has also filed a receipt in the amount of \$117.76 for linen. The receipt contains items like soap and “blue whale” that the landlord is also claiming for.

The landlord stated that the appliances were extremely dirty and instead of cleaning them, he replaced them. He is claiming \$250.00 to replace these items. The landlord stated that the fridge and stove were used when he purchased them five and ten years ago respectively. The landlord did not file a receipt to support his monetary claim of \$250.00.

The landlord is claiming the following:

1.	Cleaning 75 hours	\$3,475.00
2.	Utilities	\$91.87
3.	Replace mattress	\$400.00
4.	Replace fridge/stove	\$250.00
5.	Other household items	\$641.00
6.	Filing fee	\$50.00
	Total	\$4,907.87

Analysis

Based on the testimony of both parties and the witness and the photographs filed into evidence I find that the tenant left the unit in a state that required extensive cleaning. I also find that the landlord's claim for the cost of cleaning is unreasonable and that the witness gave evidence that contradicted the landlord's monetary claim. Based on my findings and the square footage of the rental unit (850 square feet), I award the landlord 20 hours of cleaning at \$25.00 per hour for a total of \$500.00.

The tenancy agreement clearly indicated that the tenant was responsible for utility costs in excess of \$100.00. The landlord filed a utility bill for March 2013 in the amount of \$191.87. Therefore I find that the tenant is responsible for \$91.87.

The landlord did not have a list of the furnishings provided to the tenant or a description of their age or condition. A move in inspection was not done.

In the absence of this information, I am unable to determine what items were provided to the tenant at the start of the tenancy, the condition they were in and the monetary amount that the tenant is responsible for, towards the replacement of items provided to the tenant.

However in the case of the cost of the mattress, I find that the landlord has provided a receipt that does not pertain to this case and therefore I dismiss his claim for \$400.00.

I further find that the fridge and stove could have possibly outlived their useful lives as they were purchased used, at least five years ago. Therefore the landlord's claim for \$250.00 is dismissed.

Regarding the landlord's claim for the other household items, the landlord has not filed sufficient information to support his monetary claim. The receipt for linen includes other items unrelated to the tenancy. In addition, I am unable to determine whether the damage if present is the cause of wear and tear, age of the item or neglect on the part of the tenant. Therefore I dismiss the landlord's claim in the amount of \$641.00.

Since the landlord has proven a portion of his claim, I award him \$25.00 towards the recovery of the filing fee.

Overall the landlord has established a claim of \$616.87 (\$500.00 for cleaning, \$91.87 for utilities and \$25.00 for the filing fee). I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$616.87**.

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: September 03, 2013

Residential Tenancy Branch

