



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant, via registered mail, to the forwarding the address noted on the Application, on July 16, 2013. The Agent for the Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent, to late fees, and to compensation for cleaning the rental unit?

Background and Evidence

The Agent for the Landlord stated that this tenancy began on August 01, 2012; that the Tenant was required to pay rent of \$600.00 by the first day of each month; that the Tenant paid a security deposit of \$300.00; that the Tenant did not pay rent for June of 2013; that the rental unit was vacated on, or before, June 20, 2013; that the Tenant provided the caretaker with a forwarding address on July 04, 2013; and that the tenancy agreement required the Tenant to pay a late fee of \$25.00 whenever she was late paying rent. A copy of the tenancy agreement was submitted in evidence.

The Landlord is seeking a \$25.00 late fee for June of 2013, as the rent was not paid; a \$25.00 late fee for December of 2012, as the rent was not paid until December 11, 2012; and a \$25.00 late fee for November of 2012, as the rent was not paid until November 16, 2012.

A condition inspection report was completed by the caretaker at the end of this tenancy, a copy of which was submitted in evidence. The Agent for the Landlord stated that the rental unit needed general cleaning at the end of the tenancy; that the carpet and blinds needed cleaning; and that furniture and garbage was left in the rental unit.

The Agent for the Landlord stated that the caretaker spent approximately 9 hours cleaning the rental unit and two hours cleaning the blinds, for which the Landlord wants compensation of \$172.00.

The Agent for the Landlord stated that the claim for cleaning the carpet included a claim of \$45.00 for the time the caretaker spent cleaning the carpet and \$50.00 for supplies and for renting the machine.

The Agent for the Landlord stated that the contractor who works for the Landlord was paid \$80.00 for removing garbage and furniture from the rental unit and for making repairs. She stated she does not know how much of the \$80.00 was for removing the garbage and how much was for completing repairs.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence, I find that the Tenant did not pay the rent of \$600.00 that was due on June 01, 2013. As the Tenant was required to pay rent of \$600.00 on that date, I find that she must pay this amount to the Landlord.

On the basis of the undisputed evidence, I find that the Tenant did not pay the rent when it was due on June 01, 2013, November 01, 2012, or December 01, 2012 and that the tenancy agreement requires the Tenant to pay a fee of \$25.00 whenever rent is not paid when it is due. I therefore find that the Landlord is entitled to late fees of \$75.00.

On the basis of the undisputed evidence, in particular the condition inspection report, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the 9 hours an employee spent generally cleaning the unit and the 2 hours the employee spent cleaning the blinds. I find the claim of \$172.00 for this amount of hours to be reasonable and I grant the Landlord compensation in that amount.

I also find that the Landlord is entitled to compensation for the time an employee spent cleaning the carpet in the rental unit. I find the claim of \$45.00 for this task to be reasonable and I grant the Landlord compensation in that amount.

In addition to establishing that the carpet needed cleaning, the Landlord must also accurately establish the cost of cleaning the carpet whenever compensation for damages is being claimed. In these circumstances, I find that the Landlord failed to establish the true cost of renting the carpet cleaner or the cost of supplies used to clean the carpet. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence, such as a receipt, that corroborates the Agent for the Landlord's statement that it cost \$50.00 to rent the machine and to purchase supplies. I therefore dismiss the Landlord's claim for the cost of cleaning supplies and renting a carpet cleaner.

As the Agent for the Landlord does not know specifically how much the contractor was paid to remove garbage from the rental unit, I dismiss the claim for compensation for disposing of property from the rental unit.

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

Conclusion

The Landlord has established a monetary claim, in the amount of \$942.00, which is comprised of \$600.00 in unpaid rent, \$75.00 in late fees, \$217.00 for cleaning, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the Act, I authorize the Landlord to retain the security deposit of \$300.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$642.00. 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: October 16, 2013

Residential Tenancy Branch