



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 MNDC RR FF

Introduction

This hearing dealt with the tenants' application for monetary compensation and a reduction in rent. Two tenants and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 2013. The tenants and the landlord carried out a move-in inspection on that date. The inspection reports for the upstairs and downstairs units, both signed by the landlord and the tenant, show that most items were in either good or fair condition. The parties agreed that some cleaning and repairs were required. On June 27, 2013 the parties met and the landlord offered the tenants \$300 in compensation for the work they did. The tenants refused the offer.

Tenants' Evidence

The tenants stated that at the outset of the tenancy the rental units were in disrepair and not ready for occupancy. The tenants have claimed the following compensation:

- 1) \$580 for 29 hours of cleaning the upstairs suite, at \$20 per hour;
- 2) \$400 for 20 hours of cleaning the downstairs suite, at \$20 per hour; and
- 3) \$320 for 16 hours of painting the upstairs suite, at \$20 per hour – the tenants stated that the painter that the landlord hired did not complete the painting job.

The tenants submitted numerous photographs as evidence of what they characterized as “disrepair and filth throughout the home.”

Landlord's Response

The landlord stated that they agreed that at move-in, a number of items required maintenance. The landlord stated that they acted very quickly to resolve all of the maintenance issues. The landlord stated that they offered to bring a cleaner, but the tenants declined. The landlord estimated at the time that the cleaning would take approximately 12 to 15 hours. The landlord submitted that the tenants did not have to do the painting themselves.

Analysis

Upon consideration of the evidence, I find that the tenants are entitled to \$300 in compensation for 15 hours of cleaning, at \$20 per hour. The tenants did not provide evidence that they themselves were professional cleaners, or that they completed their cleaning within the same approximate time that professional cleaners could have completed the job. The tenants did not have a written or verbal agreement for how much the landlord would compensate them for cleaning, and the landlord did offer the tenants compensation for doing any painting.

As the tenants' application was only partly successful, I decline to award them recovery of the filing fee for the cost of their application.

Conclusion

I grant the tenants an order under section 67 for the balance due of \$300. This order may be filed in the Small Claims Court and enforced as an order of that Court. Alternatively, the tenants may withhold \$300 from their next month's rent in satisfaction of this amount.

The remainder of the tenants' application is dismissed.

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: November 12, 2013

Residential Tenancy Branch

