



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for cleaning and repairs to the rental unit, to recover the filing fee for this proceeding and to keep the tenant's security and pet deposit in partial payment of those amounts. Only the landlord attended.

Issues(s) to be Decided

Is the landlord entitled to compensation for cleaning and repairs and if so, how much?

Background and Evidence

The landlord testified that she served the application by handing it to the tenant on September 23, 2013. Based upon the evidence of the landlord I find that one year fixed term tenancy started on May 15, 2013 and ended on September 23, 2013 when the tenant moved out. Rent was \$ 1975.00 per month but reduced to \$ 1,970.00 as of September 1, 2013. The tenant paid a security and pet deposit totalling \$ 1,950.00 at the beginning of the tenancy. The tenant was required to pay one half of the utilities as well. The landlord claimed that the tenant failed to pay the rent for August. As a result the landlord obtained an Order for Possession on August 23, 2013. The tenant moved out on September 23, 2013 but failed to pay any rent for September. The landlord was only able to re-rent the unit effective November 15, 2013 but at a rent of \$ 20.00 less per month. Accordingly the landlord is claiming a loss of rent and revenue amounting to: \$ 1,975.00 for August, \$ 3,940.00 for September and October and \$ 985.00 for one half of November. The landlord is also claiming the rent differential from November through May 2014 the end of the fixed term amounting to \$ 120.00. The total loss of revenue is: \$ 5,247.00 In addition the landlord is claiming one half of the outstanding utilities from May 15 to September 23 2013 amounting to \$ 320.49. The landlord claimed \$ 50.00 for late payment for August and September's rent.

The landlord testified that the tenant did not clean the unit, perform any yard work and

had damaged the unit. The landlord provided extensive photographic and documentary evidence. Particulars of the landlord's claims are as follows:

Laminate floor repair	\$	280.00
Garage door remote replacement	\$	44.79
Plumber service call	\$	42.50
Bathroom Light bulb	\$	6.84
Garbage bags	\$	8.97
Cleaning supplies	\$	68.92
Mop and more cleaning supplies	\$	93.09
Weather stripping, stove burners, light bulbs and supplies:	\$	116.09
Painting supplies	\$	75.61
Flashlight to inspect dark areas	\$	9.34
Light bulbs and shelf pins	\$	69.07
Credit check (new tenants)	\$	22.66
Credit check	\$	22.66
Rental forms	\$	1.79
Rental forms	\$	7.16
Dumping fees glass shower doors	\$	26.00
Rekeying front back, garage locks	\$	120.75
Rekeying locks in August tenant refusing to provide keys	\$	152.25
Cleaning floor (2 hours @ \$ 20.00 per hour)	\$	40.00
Washing walls (1 hour @ \$ 20.00 per hour)	\$	20.00
Testing, replacing installing light bulbs	\$	60.00
Cleaning door trim, moulding, baseboards, window sills and blinds	\$	40.00
Wall repair	\$	80.00
Cleaning fan and microwave	\$	10.00
Oven cleaning (2 hours)	\$	40.00
Clean counter tops (30 minutes)	\$	10.00
Clean inside and outside cupboards (30 minutes)	\$	10.00
Clean and empty fridge and freezer (30 minutes)	\$	10.00
Remove TV cables fastened to wall by tenant (1 hour)	\$	20.00
Install shelving unit removed by tenant	\$	5.00
Replacing weather stripping (front door)	\$	20.00
Pressure washing back deck (including transporting)	\$	30.00
Contractor's service to fix back rail (requested by tenant) who was unable		
To access railing as tenant padlocked deck	\$	50.00
Cleaned glass on French doors (15 minutes)	\$	5.00
Clan and repair bathroom (1.5 hours)	\$	30.00
Yard work required to do by and neglected by tenant		
(4 hours)	\$	80.00
Inspect and install new garage remote, clean garage (one hour)	\$	20.00

Mileage to show unit to prospective tenants	\$ 43.62
Transit costs of agent to show unit	\$ 33.00
Landlord's time advertising and showing unit (10 hours)	<u>\$ 200.00</u>
Total	<u>\$ 2,025.11</u>

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The 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 and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

I have dismissed the landlord's claim for late payment fees for August and September as the tenant did not pay any rent and therefore did not "pay late." I find based upon the evidence of the landlord and in absence of any evidence from the tenant that all of the other items claimed by the landlord are beyond wear and tear and are reasonably incurred. I accept that the landlord attempted to mitigate her loss and accept the landlord's expenses which would ordinarily be considered the cost of doing business in substitution of a possible claim for liquidated damages as specified in her tenancy agreement.

I find that the landlord has proven a claim totalling \$ 9,365.60. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that she is also entitled to recover the \$100.00 filing fee for this proceeding. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security and pet deposit inclusive of interest amounting to \$ 1,950.00 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing.

Calculation of Monetary Award

Rental Arrears (August 2013)	\$ 1,975.00
Rental Arrears (September, October)	\$ 3,940.00
Loss of revenue (1/2 November)	\$ 985.00
Rent differential	\$ 120.00
Utilities	\$ 320.49
Cleaning and repairs	\$ 2,025.11
Filing Fees for the cost of this application	\$ 100.00

Less Security and Pet Deposit and interest	-\$ 1,950.00
Total Monetary Award	\$ 7,515.60

Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 9,365.60 in respect of this claim plus the sum of \$ 100.00 in respect of the filing fee for a total of \$ 9,465.60. I order that the landlord retain the security and pet deposit amounting to \$ 950.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 7,515.60** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: December 03, 2013

Residential Tenancy Branch

