



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing him to retain the security deposit in partial satisfaction of the claim. The landlord presented evidence showing that he served the application for dispute resolution and notice of hearing on the tenant by sending it via registered mail on February 20, 2014. The tenant signed for the documents on February 21. I found that the tenant had been properly served with notice of the claim against her and the hearing proceeded in her absence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on May 4, 2013 at which time the tenant paid an \$800.00 security deposit. Rent was set at \$1,600.00 per month.

The tenant failed to pay rent in the month of January 2014, the landlord served her with a notice to end tenancy and the landlord successfully applied to the Residential Tenancy Branch for an order of possession and a monetary order for lost rent for January. The tenant did not move her belongings out of the unit until February 3. The landlord began advertising the rental unit on or about February 15 and explained that he did not advertise earlier because he had to clean the rental unit to prepare it for occupancy. The landlord seeks lost income for the month of February.

The landlord testified that the tenant failed to adequately clean the rental unit and seeks to recover expenses associated with cleaning the unit as outlined below.

The landlord seeks to recover \$100.00 as the value of 4 trips from his home in Burnaby to the rental unit's location in Richmond. Three of the trips were made in an effort to obtain keys from the tenant and the last trip was made to assess damage.

The landlord seeks to recover \$120.00 as the value of 6 hours of labour, at a rate of \$20.00 per hour, to remove garbage from the rental unit. He provided photographs showing that the tenant had left garbage and abandoned belongings throughout the unit.

The landlord seeks to recover the \$74.55 cost of paint and the \$575.00 value of the 28 ½ hours he and his wife spent removing nails from walls, filling holes, preparing the walls for painting, painting the walls and cleaning up after painting. He testified that the wall was filled with nail holes at the end of the tenancy and provided one photograph showing a wall on which shelving had been hung.

The landlord seeks to recover \$240.00 as the value of 12 hours of labour, at a rate of \$20.00 per hour, to clean the rental unit. He testified that his wife spent 3 hours cleaning the kitchen and 9 hours cleaning the floors and washrooms of the 800 square foot unit. He provided photographs of the stove, washing machine, refrigerator and bathroom showing that those areas had not been cleaned.

The landlord seeks to recover \$49.23 as the cost of supplies and 2 hours of labour, at a rate of \$20.00 per hour, to repair a towel rack and toilet paper which the tenants had removed in the bathroom. The landlord provided a photograph showing that the items had been removed from the wall.

The landlord seeks to recover \$105.00 as the cost of shampooing the carpet at the end of the tenancy. He provided a photograph showing that the carpet was soiled and a receipt showing the amount paid for carpet cleaning.

The landlord seeks to recover the \$50.00 filing fee paid to bring his application.

Analysis

The tenant was required to vacate the rental unit in accordance with the effective date of the notice to end tenancy. I find that the landlord lost income for the month of February because the tenant did not vacate the rental unit 10 days after having received the notice to end tenancy in January and I find that the landlord is entitled to recover that lost income. I award the landlord \$1,600.00.

I dismiss the landlord's claim for the cost of travelling between his home and the rental unit. The landlord chose to operate his business in a different community from the one

in which he resides and had the option of building travel costs into the rent he was asking for the unit. The tenant should not have to bear the cost of the landlord's travel at the end of the tenancy.

I accept that the tenant abandoned some of her belongings and left behind garbage in the rental unit. However, I find that the photographs do not show such a substantial amount of garbage that it would have taken 6 hours to remove it. I find the claim to be exaggerated and I find that it should have taken no more than 2 hours to remove the garbage from the unit and I find that the landlord should recover the value of that labour. I award the landlord \$40.00.

In order to recover the costs associated with repairing the walls and repainting the rental unit, the landlord must prove that the damage goes beyond what may be characterized as reasonable wear and tear. Tenants are permitted to hang items on the walls of rental units as long as the number and size of holes made is reasonable. The one photograph provided by the landlord does not prove that the tenant left an unreasonable number of holes or that those holes were excessively large. I find that the landlord has not proven that the damage caused by the tenant may be characterized as beyond reasonable wear and tear and I dismiss this part of the claim.

I accept that the tenant did not adequately clean the rental unit at the end of the tenancy. However, judging from what is shown in the photographs provided by the landlord, I am not persuaded that it should have taken 12 hours to clean the unit. I find the claim to be exaggerated and I find that it should have taken no more than 6 hours to clean the rental unit and I find that the landlord should recover the value of that labour. I award the landlord \$120.00.

I accept that the tenant removed the towel rack and toilet paper holder from one of the bathrooms and I accept that the landlord spent time and \$9.23 for supplies to re-install those items. However, I find the claim for the time spent to be exaggerated as there is no explanation as to why it would take 2 hours to reinstall those items. I find that it should have taken the landlord no more than 30 minutes to reinstall the towel rack and toilet paper holder. I award the landlord \$19.23 which represents 30 minutes of labour and the cost of supplies.

I accept that the tenant left the carpet in a soiled condition and I find that the landlord is entitled to recover the cost of carpet cleaning. I award the landlord \$105.00.

As the landlord has been substantially successful in his claim, I find that he should recover the filing fee and I award him \$50.00.

Conclusion

In summary, the landlord has been successful as follows:

Lost income for February	\$1,600.00
Garbage removal	\$ 40.00
Cleaning	\$ 120.00
Reinstallation	\$ 19.23
Carpet cleaning	\$ 105.00
Filing fee	\$ 50.00
Total:	\$1,934.23

I order the landlord to retain the \$800.00 security deposit in partial satisfaction of his claim and I grant him a monetary order under section 67 for the balance of \$1,134.23. This order may be filed in the Small Claims Division of the Provincial Court for enforcement.

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: July 04, 2014

Residential Tenancy Branch

