



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, MNR, MNSD, MND, 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 money owed or compensation for damage or loss; 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 on May 03, 2014 he personally served the Tenant with the Application for Dispute Resolution and the Notice of Hearing, at his place of employment. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

On August 25, 2014 the Landlord submitted several documents it wishes to rely upon as evidence. The Maintenance Worker stated that he personally delivered these documents to a third party at the Tenant's place of employment, who assured him he would give the documents to the Tenant. I find that these documents have not been served to the Tenant in accordance with section 88 of the *Act* and I therefore decline to accept them as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and damage to the rental unit and is the Landlord entitled to retain all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that this tenancy began on December 01, 2012; that the Tenant agreed to pay monthly rent of \$1,250.00 by the first day of each month; that the Tenant paid a security deposit of \$600.00; and that a condition inspection report was completed at the start and the end of the tenancy.

The Agent for the Landlord stated that the Tenant did not pay rent for April; that the Landlord served the Tenant with a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of April 15, 2014; and that the rental unit was vacated on April 17, 2014. The Landlord is seeking rent for April of 2014.

The Landlord is seeking compensation, in the amount of \$761.21, for painting the rental unit. The Agent for the Landlord stated that the walls were filthy, scuffed, and were stained with grease and food in numerous places. He stated that the Landlord paid a third party \$775.75 to paint the rental unit.

The Landlord is seeking compensation, in the amount of \$35.00, for changing 12 light bulbs that were burned out at the end of the tenancy. The Agent for the Landlord stated that receipts for this expense were not submitted, as the Landlord maintains a bulk supply of light bulbs for this purpose.

The Landlord is seeking compensation, in the amount of \$80.00, for replacing a panel in a garage door. He stated that the panel was damaged when the Tenant backed into the door. The Agent for the Landlord stated that receipts for this expense were not submitted, as the Landlord still had some panels in stock, which are valued at \$40.00 per panel, and the panel was installed by employees of the Landlord.

The Landlord is seeking compensation, in the amount of \$782.00, for cleaning the rental unit. He stated that the rental unit required a significant amount of cleaning and that employees of the Landlord spent a total of 18 hours cleaning the unit. The Landlord is seeking compensation for the cost of this labour, at a rate of \$40.00 per hour, plus \$62.00 for materials used. The Agent for the Landlord stated that receipts for the material were not submitted, as the Landlord used supplies that it keeps in stock.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant has not paid \$1,250.00 in rent that he agreed to pay for April of 2014. As he is required to pay rent when it is due, pursuant to section 26 of the *Act*, I find that the Tenant owes the Landlord \$1,250.00 in unpaid rent.

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 failed to comply with section 37(2) of the *Act* when he failed to clean the walls at the end of the tenancy. On the basis of the Agent for the Landlord's description of the walls, I find it reasonable that the Landlord repainted the walls.

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. In these circumstances, I find that the Landlord failed to establish the true cost of repainting the rental unit. When documentary evidence is available to support a claim, I find it reasonable that the document(s) be properly introduced as evidence. As the Landlord alleges this painting was completed by a third party, I find it reasonable to conclude that documentary evidence was available to support the claim, although no such evidence has been accepted as evidence for these proceedings. On this basis, I dismiss the Landlord's claim for compensation for painting.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to replace light bulbs that had burned out during his tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$35.00 to replace 12 light bulbs. Although the Landlord did not provide a receipt to corroborate this expense, I find it reasonable not to provide a receipt for items that are purchased in bulk. I find that to be particularly true when the amount of the claim is reasonable. I find that Landlord's claim of less than \$3.00 per bulb is reasonable.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to repair the garage door panel that he damaged during the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$80.00. Although the Landlord did not provide a receipt to corroborate this expense, I find it reasonable not to provide a receipt for the panel, given that they still had some in stock. I find the amount of this claim to be reasonable.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he 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 any damages that flow from the Tenant's failure to comply with the *Act*.

I find that the Landlord is entitled to recover the cost of cleaning the unit, however the Landlord is not entitled to earn a profit. In the absence of evidence to show that the Landlord paid its employees \$40.00 per hour to clean the rental unit, I find the claim of \$40.00 per hour for labour of this nature is excessive. I find an hourly rate of \$25.00 for labour of this nature to be reasonable and I grant the Landlord compensation of \$440.00 for the 18 hours employees spent cleaning.

I also find that the Landlord is entitled to compensation of \$62.00 for cleaning supplies. Although the Landlord did not provide a receipt to corroborate this expense, I find it

reasonable not to provide a receipt for these supplies, given that they keep cleaning supplies on hand. I find the amount of this claim to be reasonable.

I find that the Landlord's application has merit and 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 \$1,917.00, which is comprised of \$1,250.00 in unpaid rent, \$617.00 in damage, 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 Tenant's security deposit of \$600.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,317.00. 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: September 02, 2014

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Residential Tenancy Branch

