



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*; served by registered mail on May 13, 2014. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for damage to the unit, site or property?

Background and Evidence

The landlord testified that this tenancy started on December 03, 2011 for a month to month tenancy. Rent for this unit by the end of the tenancy was \$635.00 per month due on the first of each month. Both parties attended the move in and move out inspection of the unit at the start and end of the tenancy. The tenants provided a forwarding address in writing on November 29, 2013 and the tenancy ended on November 30, 2013.

The landlord has claimed \$1,177.47 comprised of the following:

Item 1.Charge back for wall damage during tenancy	\$49.97
Item 2. Cleaning costs	\$210.00
Item 3. Washing walls and repairs from cable	\$882.50
Item 4. Deadbolt replacement	\$35.00
TOTAL	\$1,177.47

Regarding item #1; the landlord testified that during the tenancy the tenants had caused some damage to the walls which the tenants had asked the landlord to repair. The tenants agreed to pay the cost of these repairs back to the landlord in installment payments with their rent and had signed a charge back form. The repairs came to a total amount of \$162.22 and the tenant had paid back \$112.25. This left an outstanding balance for these repairs of \$49.97 which the landlord seeks to recover.

Regarding item #2; the landlord refers to their photographic evidence and the inspection reports. The landlord testified that extra cleaning was required in the unit as the tenants had not cleaned to a reasonable standard. The landlord refers to the invoice for cleaning for an amount of \$945.00. The landlord testified that they normally use their own cleaners to clean units at the end of tenancies; however as they were short staffed

at the time they had to contract this work out. The landlord testified that they also normally give the tenants the first four hours of cleaning for free and have not charged the tenants for steam cleaning the carpets. The landlord therefore requests an amount of \$210.00 for the extra cleaning and not the amount shown on the invoice.

Regarding item #3; the landlord testified that the tenants had not washed the walls in the unit and as the walls were left dirty these had to all be washed in preparation for painting. It was also found that the tenants had run cable throughout the unit. This cable had been stapled to baseboards, trim and window frames. The cable all had to be removed and the holes all filled in preparation for painting. The landlord seeks to recover the cost for the cleaning of the walls and the removal and repair from the cable to an amount of \$882.50. The landlord testified that they are not charging the tenants for painting the unit which makes up the remainder of the cost shown on the invoice for \$6,377.68.

Regarding item #4; the landlord testified that they use a standard deadbolt on the back door; however, this had been removed and replaced by the tenants and had prevented the landlord gaining access to the unit through the back door. The landlord has had to replace the deadbolt and seeks to recover \$35.00.

The landlord has provided photographic evidence, the tenancy agreement, the inspection reports and invoices for the cleaning and repair work in documentary evidence.

Analysis

Based on the documentary evidence and the testimony of the landlord, and on the balance of probabilities, I find the following.

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did what was reasonable to minimize the damage or loss.

I refer the parties to s. 32 (2) and 32(3) of the *Act* which states:

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit 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.

Item #1 – Pursuant to s. 32(3) I am satisfied from the evidence before me that the tenants did agree to pay back an amount for the repairs made to holes in the walls during the tenancy. I find the tenants did not make the final payment of \$49.97 and as such the landlord is entitled to recover this from the tenants.

Item # 2- Pursuant to s. 32(2) I am satisfied from the evidence before me that the tenants failed to leave the rental unit in a reasonable standard of cleanliness which required the landlord to engage the services of a cleaner. I find the landlord is entitled to recover the amount of \$210.00 from the tenants.

Item #3 – Pursuant to s. 32(3) and 32(2) I am satisfied from the evidence before me that the tenants caused damage to the rental unit which exceeded normal wear and tear when the tenants fitted cable through the unit attaching this with staples to the window frames, baseboards and trim. I am also satisfied that the tenants failed to clean the walls which were left in a dirty condition. As such I find the landlord is entitled to recover the amount of \$882.50.

I refer the parties to s. 31(3) of the Act which states:

(3) A tenant must not change a lock or other means that gives access to his or her rental unit unless the landlord agrees in writing to, or the director has ordered the change.

Item #4 – Pursuant to s.31(3) I am satisfied from the evidence before me that the deadbolt had been changed by the tenants which prevented the landlord access to the unit through the back door. The landlord is therefore entitled to recover the amount of \$35.00 from the tenants.

As the landlords claim has been successful the landlord is entitled to recover the \$50.00 filing fee from the tenants pursuant to s. 72(1) of the Act.

I find the landlord has established a claim for \$1,227.47 comprised of the following amounts:

Balance of charge back	\$49.97
Cleaning	\$210.00
Repairs and wall washing	\$882.50
Deadbolt	\$35.00
Filing fee	\$50.00

Conclusion

The landlord's application had merit. The landlord has been granted a Monetary Order pursuant to section 67 of the *Act*, for the total owing by the tenants to the landlord in the amount of **\$1,227.47**. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) 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 08, 2014

Residential Tenancy Branch

