



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding B.C. Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing sent to his forwarding address by registered mail on July 30, 2014.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in the landlord's housing facility in Vanderhoof. The tenancy began in 2009. The tenant failed to pay rent for July, 2013. He moved out of the rental unit in August 2013. The landlord has claimed for unpaid rent and for the cost of cleaning and repairs to the rental unit.

The landlord claimed the following amounts:

- | | |
|------------------------------------|----------------------------------|
| • Unpaid rent for July, 2013 | \$200.00 (reduced from \$250.00) |
| • Carpet cleaning: | \$395.00 |
| • Drywall damage and door repairs: | \$500.00 |
| • Extra cleaning: | \$432.00 |
| • August rent: | \$350.00 |

The landlord's representative testified at the hearing that since the application was filed, the tenant made a partial payment on account of the amount claimed by the landlord and the rent due for July has been reduced to \$200.00. the landlord's representative

testified that the landlord was claiming only for a portion of the cost to repair and paint the rental unit. The total account was for the sum of \$2,520.00, but the landlord is claiming only the amount of \$500.00 plus tax noted as a charge back to the tenant for repairing doors and wall damage. The landlord's representative also said that the landlord ordinarily provides a fee carpet cleaning after a tenancy of this duration and charges only for excessive soiling requiring additional carpet cleaning. The landlord claimed the sum of \$395.00 for carpet cleaning. The receipt included an amount of \$265.00 said to be for steam cleaning and deodorizing the carpet and a further amount of \$130.00 said to be a "tenant charge back" for excessive spot and stain removal. The landlord claimed \$432.00 for 24 hours of cleaning at \$18.00 per hour. The landlord referred to a series of photographs submitted as evidence to show the need for extensive cleaning. The landlord's representative testified that the tenant moved out on or about August 11, 2013. The landlord's representative said at the hearing that the landlord was not seeking payment of rent for August. At the hearing the landlord's representative said that the landlord was seeking payment of the total amount of \$1,587.00 plus the \$50.00 filing fee for the application.

Analysis and conclusion

Based on the undisputed evidence presented by the landlord I allow the landlord's application for the amounts claimed, with one exception. Based on the testimony of the landlord's representative and the document provided, it appears that the landlord intended to claim only the "charge back" amount of \$130.00 shown on the receipt for carpet cleaning, not the full amount of \$395.00. I allow the landlord's claim in the amount of \$1,322.00. The landlord is entitled to recover the \$50.00 filing fee for a total award of \$1,372.00 and I grant the landlord an order under section 67 in the said amount. This order may be registered in the 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: January 21, 2015

Residential Tenancy Branch

