



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for a monetary order for alleged damage to the rental unit and for recovery of the filing fee paid for the application.

The landlord's agent (hereafter "landlord") attended the telephone conference call hearing; the tenants did not attend.

The landlord testified that they served each tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on October 16, 2014, using the written forwarding address provided by the tenants. The landlord stated that the tenants did not collect the registered mail envelopes.

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to an order for monetary compensation and to recovery of the filing fee paid for this application?

Background and Evidence

The written tenancy agreement submitted by the landlord shows that this tenancy began on November 1, 2011, and that the monthly rent was income based. The landlord submitted that the tenants vacated the rental unit on August 31, 2013.

The landlord's monetary claim is \$959.89, comprised of cleaning for \$120.00, painting for \$566.42, carpet cleaning for \$131.25, and hauling fees of \$142.22.

The landlord's additional relevant documentary evidence included, but was not limited to, the move-in and move-out condition inspection report, invoices for painting, cleaning, carpet cleaning, and hauling, and a work sheet showing costs assessed against the tenant. The landlord also supplied photographic evidence showing the state of the rental unit after the tenants vacated.

The landlord testified and the photographs show that the tenants left items of personal property and debris, such that the landlord incurred costs in removing the property and garbage to the landfill. The landlord's evidence further shows that the tenants did not fully clean the rental unit and that it was necessary to provide for cleaning after the tenants vacated.

As to the painting charges, the landlord submitted that the rental unit was freshly painted at the beginning of the tenancy, and that it was necessary to repaint after the tenants vacated, due to damaged walls. The landlord explained that they assess the useful life of paint at 60 months, and that they prorated their monetary request to account for the age of the paint. The landlord's evidence shows the percentage assessed against the tenants versus the useful life of the paint.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result of their actions or neglect, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

In light of the tenants' failure to appear to provide a rebuttal to the landlord's evidence, despite being duly served, I accept the landlord's undisputed evidence.

As to the costs claimed by the landlord associated with cleaning, painting, and hauling, Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear.

As such, the tenants were required to remove all belongings including garbage and debris and to clean the rental unit to a reasonable standard.

Additionally Residential Tenancy Branch Policy Guideline 1 suggests that a tenancy of at least 1 year in length requires that the tenant steam clean or shampoo the carpet.

I find the landlord submitted sufficient documentary and photographic evidence that the tenants failed to properly and reasonably clean the rental unit, leaving clutter, debris and some items of personal property, which required the landlord to remove and incur fees. I also find it was necessary for the landlord to shampoo the carpet, clean and rehabilitate the rental unit after the tenants vacated, incurring costs. I find the costs claimed by the landlord to be reasonable and I therefore approve the landlord's monetary claim for cleaning for \$120.00, painting for \$566.42, carpet cleaning for \$131.25, and hauling fees of \$142.22.

I grant the landlord recovery of their filing fee of \$50.00.

Due to the above, I find the landlord is entitled to a total monetary award of \$1009.89 against the tenants, comprised of cleaning for \$120.00, painting for \$566.42, carpet cleaning for \$131.25, and hauling fees of \$142.22 and recovery of their filing fee for \$50.00.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act in the amount of \$1009.89, which is enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlord's application for monetary compensation is granted and they have been awarded a monetary order in the amount of \$1009.89.

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: May 21, 2015

Residential Tenancy Branch

