



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for damage to the rental unit, pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 23 minutes. The landlord's agent, SK ("landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord confirmed that she is the property portfolio manager for the landlord company named in this application and that she had authority to represent the landlord company as an agent at this hearing.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ("Application") on November 25, 2014, by way of registered mail to the forwarding address provided by the tenant. The landlord provided a copy of a Canada Post receipt and tracking number with its Application. The landlord also produced a printout from the Canada Post website for the tracking number, which indicates that the tenant retrieved and signed for the package on December 5, 2014. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's Application on November 30, 2014, five days after its registered mailing.

Issues to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage arising out of this tenancy?

Is the landlord entitled to recover the filing fee for this Application from the tenant?

Background and Evidence

The landlord testified that this month-to-month tenancy began on March 1, 2009 and ended in July 2013. Monthly rent in the amount of \$510.00 was payable on the first day of each month. No security deposit was required for this tenancy. The landlord provided a copy of the tenancy agreement and the "declaration of income and assets" which indicates the rent for this unit. The landlord testified that the tenant provided a forwarding address in writing on July 16, 2013.

The landlord provided a copy of the move-in condition inspection report, which was signed by the tenant on February 24, 2009. The landlord indicated that a move-out condition inspection and report were completed on July 15, 2013, with only the landlord present. The landlord provided a copy of the move-out condition inspection report, which she said was sent to the tenant with the landlord's Application. The landlord stated that two attempts were made to schedule a move-out condition inspection with the tenant, but the tenant did not respond to these requests. The landlord provided a copy of a letter, dated July 4, 2013, sent to the tenant, indicating that a move-out inspection had to be scheduled and to contact the landlord to arrange a date and time. The letter further states that the tenant would be charged for negligent damage to the rental unit, not normal wear and tear. The landlord also provided a copy of a "Notice of Final Opportunity to Schedule a Condition Inspection." The notice indicates that a move-out condition inspection is proposed at 11:00 a.m. on July 15, 2013. The landlord indicated that she could not recall the exact date that this notice was served upon the tenant but that it was posted to the tenant's rental unit door a few days before the proposed inspection date.

The landlord seeks a monetary order of \$900.00 plus the \$50.00 filing fee. The landlord seeks \$284.05 for unpaid July 2013 rent, \$96.03 for buying and installing an interior door, \$320.00 for cleaning and \$199.92 for carpet steam cleaning.

The landlord seeks \$284.05 for unpaid July 2013 rent. The landlord indicated that the tenant did not provide written notice to vacate the rental unit. The landlord's letter to the tenant, dated July 4, 2013, indicates that the building manager was advised that the tenant intended to vacate the rental unit on July 9 or 10, 2013. The landlord stated that she does not know when the tenant vacated, but when the move-out condition

inspection was done on July 15, 2013, the tenant had already vacated. The landlord provided a copy of a rent ledger, indicating that \$510.00 was due for July 2013 rent and that the tenant made payments of \$25.95 on July 25, 2014, \$25.00 on August 29, 2014 and \$50.00 on November 4, 2014. The landlord was initially seeking \$409.05 for July 2013 rent in its Application, accounting for the above payments. However, the landlord indicated that the tenant had made further payments towards July 2013 rent and that the current amount being sought from the tenant is \$284.05.

The landlord indicated that a repayment agreement was signed by both parties for the tenant to pay outstanding rental arrears of \$1,125.95 beginning on July 18, 2014. The agreement indicates that \$25.00 per month for 44 months and \$25.95 for the 45th month is to be paid by the tenant to the landlord. However, the landlord indicated that the tenant did not make all required payments according to this schedule. The landlord provided a copy of a letter, dated October 17, 2014, advising the tenant that she had not made her required payments as per this agreement.

The landlord seeks \$320.00 for cleaning the rental unit after the tenant vacated. This cleaning is noted in almost every area of the rental unit on the move-out condition inspection report. The landlord stated that the building manager performed the cleaning and an invoice and breakdown of the areas cleaned, the hours and the rate was provided by the landlord with its Application. The landlord stated that the total hours of cleaning was 22 hours, but that it was discounted by 6 hours as per the landlord's policy for 3-4 bedroom units. The report indicates that 3 bedrooms, the kitchen, the bathroom, living room, floors and basement had to be cleaned. The landlord provided coloured photographs taken on July 18 and 19, 2013, to show the condition of the rental unit. The landlord charged the tenant for 16 hours of cleaning at \$20.00 per hour, for a total of \$320.00.

The landlord also indicated that steam cleaning had to be performed on the carpets in the rental unit twice. The landlord provided an invoice indicating that it was only charging the tenant for the re-steam cleaning, not the original steam cleaning, that had to be done because the carpets were not fully cleaned the first time. The invoice indicates that the steam cleaning was done on October 7, 2013 for a total of \$199.92 and the landlord seeks this amount from the tenant.

The landlord also seeks \$96.03 total for buying and installing a new door in the third bedroom of the rental unit. The move-in condition inspection report indicates that there was no damage to the door when the tenant moved in. The move-out condition inspection report indicates a broken/damaged door in the third bedroom. The landlord provided coloured photographs of large and multiple holes punched in the door. The

landlord provided two invoices, both dated September 5, 2013: one for purchasing the door for \$51.03 and another for labour to install the door for \$45.00 for 1.5 hours at \$30.00 per hour. The landlord indicated that the maintenance staff at the rental building installed the door.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the landlord, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. I find that the landlord is entitled to \$284.05 in July 2013 rental arrears from the tenant. I find that the landlord's rent ledger indicates that the tenant did not pay rent in full for July 2013. I find that despite the repayment agreement signed by both parties, the tenant did not abide by this agreement and make required payments towards rent each month. Although the tenant had vacated the rental unit by July 15, 2013 or possibly earlier, rent is due on the first day of each month. Further, the tenant did not provide a written notice of at least one month to end this tenancy, as required by section 45 of the *Act*. Therefore, I find that the landlord is entitled to a full month's rent, minus the partial rent payments made by the tenant, for July 2013.

I find that the landlord provided undisputed evidence that the tenant failed to sufficiently clean the rental unit when she vacated. The landlord provided a condition inspection report indicating that cleaning was required and photographs showing the state of the rental unit. The landlord submitted a detailed report of the cleaning done as well as invoice for this cost. However, the invoice states that the cleaning was performed on August 29, 2013, well after the tenant vacated the rental unit around early to mid-July 2013. However, I am satisfied that the landlord is entitled to a nominal award for cleaning based on the photographs provided, which show the state of the rental unit shortly after the tenant vacated. I make this finding because the tenant is required to keep the rental unit in a state of "reasonable health, cleanliness, and sanitary standards," as per section 32(2) of the *Act*. The tenant can be found to be responsible for cleaning costs at the end of the tenancy, where the rental unit is left in a condition that does not comply with these standards, as per Residential Tenancy Policy Guideline 1. Accordingly, I find that the landlord is entitled to a total of \$120.00 for six hours of cleaning at a rate of \$20.00 per hour. I find that this is a reasonable amount for cleaning that the tenant failed to perform at the end of this tenancy. The landlord's

photographs do not demonstrate that extra cleaning was required due to an extremely dirty rental unit, particularly not lengthy cleaning of 16 hours.

I find that the landlord provided undisputed evidence that the tenant caused damage to a door in the rental unit. The landlord provided photographs showing that holes were punched in the door. The landlord submitted two invoices for the purchase and installation of the door. However, the invoice indicates that the door was replaced on September 5, 2013, well after the tenant vacated the rental unit. Despite this, I find that the landlord's photographs, taken days after the tenant vacated, show that damage was caused to the door. I also find that the move-in condition inspection report indicates that there was no damage to the door, while the move-out inspection report indicates that the door was broken/damaged. Further, the invoices detail the costs being sought. Accordingly, I find that the landlord is entitled to \$96.03 for replacement of this door.

I find that the landlord did not provide sufficient evidence that the carpets had to be re-steam cleaned because they were too dirty after the first steam cleaning. The landlord did not provide sufficient photographic evidence to show the state of the carpets after the tenancy ended. There are no specific notations about multiple steam cleanings being required in the move-out condition inspection report. The landlord did not provide an invoice for the original steam cleaning that was done. The landlord's invoice indicates that the re-steam cleaning was done on October 7, 2013, which I found to be too far removed from the tenant's departure in July 2013. Accordingly, I dismiss the landlord's claim of \$199.92 for re-steam cleaning the carpets, without leave to reapply.

As the landlord was mainly successful in this Application, I find that the landlord is entitled to recover the \$50.00 filing fee from the tenant.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$550.08 against the tenant as follows:

Item	Amount
Unpaid July 2013 Rent	\$284.05
Cleaning	120.00
Replacement of Door	96.03
Recovery of Filing Fee for this Application	50.00

Total Monetary Award	\$550.08
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The landlord is provided with a monetary order in the amount of \$550.08 in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The remainder of the landlord's application for a monetary order in the amount of \$399.92 for general cleaning of the rental unit and re-steam cleaning, is dismissed without leave to reapply.

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: June 19, 2015

Residential Tenancy Branch

