



Dispute Resolution Services

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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, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on May 24, 2013 and ended on March 31, 2014. No security deposit was collected by the Landlord. The Parties mutually conducted a move-in and move-out inspection and the Tenant agreed on the move-out report that the report represents the condition of the unit. The move-out report indicates that the unit was unclean and damaged. The Landlord provided photos of the unit and claims as follows:

- \$257.04 for cost of cleaning and the removal of garbage. The Landlord provided an invoice indicating a total of 18 hours to clean the unit and payment for the services at a rate of \$20.20 per hour. The Landlord discounted the total cost by

deducting 6 hours of cleaning costs. This invoice also indicates the washing of all walls as included in the cleaning of the unit. The Landlord has a standard requirement for tenants to wash the walls at the end of a tenancy regardless of the length of tenancy or the cleanliness of the walls. It is noted that the photos do not show any soiled walls. The Landlord confirms that an average amount of time to clean a unit at move-out would be 6 hours for a 3 bedroom unit; and

- \$622.13 for the total cost of repairs: repairing holes in walls at a cost of \$200.00, replacing bi-fold doors at a cost of \$127.50 and replacing a door knob at the cost of \$50.00. The invoice provided indicates that the Landlord claims 75% of the cost of the doors and the Landlord does not know the age of the doors that were replaced.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party.

Based on the undisputed evidence of the Landlord I find that the Tenant left most of the unit unclean. Given that there is no evidence to show that the walls were not left reasonably clean and considering that the tenancy was only approximately 10 months in length, I find that the Landlord has not substantiated that the Tenant caused the walls to need washing. As a result but taking into account the extra time that would reasonably be required to remove the garbage left behind I find that that the Landlord has only substantiated that it would reasonably take 9 hours at the most to clean the unit at the

charged rate of \$20.40 for a total amount of **\$163.20**. The Landlord is therefore entitled to this amount. As no evidence was provided indicating that the Landlord is required under the tenancy agreement to discount the cleaning time, I leave it to the Landlord's discretion to discount this entitlement by 6 hours of cleaning time or \$122.40.

Based on the undisputed evidence of the Landlord I find that the Tenant left the unit with damages as claimed. Although that there is no evidence to establish the age and therefore the loss of value from the damaged bi-fold doors considering that the Landlord has provided a discount on the replacement cost and the Tenant has not disputed the claimed amount, I find that the Landlord has substantiated the costs claimed of **\$622.13**. As the Landlord's application had merit I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$835.33**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$835.33**. If necessary, this order may be filed 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: July 03, 2015

Residential Tenancy Branch

