



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing. At the hearing, the landlord withdrew his claim for loss of income for April.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began in April 2014 and ended on March 19, 2015 and that rent was set at \$900.00 per month. The tenant claimed that he paid a \$450.00 security deposit while the landlord insisted that no security deposit was paid.

The remaining facts are not in dispute. The parties agreed that the tenant did not pay rent in the month of March and the landlord seeks to recover \$900.00 in rent for that month. The tenant explained that he did not pay rent because he had to pay for housing elsewhere.

The parties agreed that in August 2014, the tenant caused a grease fire which damaged the ceiling of the rental unit. The tenant told the landlord that he would perform repairs and agreed to repay the landlord for painting supplies which the landlord was able to obtain at a discount. The tenant testified that he did not have time to perform the repairs and the landlord performed the repairs in October 2014. The landlord seeks to recover \$145.96 as the cost of supplies and 10 hours of his own labour at a rate of \$30.00 per hour.

The parties agreed that the tenant did not clean the rental unit at the end of the tenancy. The tenant testified that he did not clean because he didn't have time. The landlord provided evidence showing that he paid a \$150.00 flat rate to clean the unit.

The landlord also seeks to recover the \$50.00 filing fee paid to bring his application.

Analysis

I find that the tenant was contractually obligated to pay rent in the amount of \$900.00 in advance on the first day of each month. I find that the tenant failed to pay rent in March and therefore breached this contractual obligation. I find that the landlord is entitled to recover the unpaid rent and I award him \$900.00.

Section 37(2) of the Act provides that tenants are obligated to leave the rental unit in reasonably clean and undamaged condition, except for reasonable wear and tear. The tenant acknowledged that he caused a fire in August which caused damage and I find that the landlord is entitled to recover the costs associated with that damage as it constituted a breach of the Act. I find that the landlord should recover the \$145.96 he spent for supplies and I award him that sum. The landlord seeks compensation for the value of his labour but provided no evidence showing that his labour commands a rate of \$30.00 per hour. In the absence of such evidence, I find that an award of \$20.00 per hour for 10 hours of labour will adequately compensate the landlord and I award him \$200.00 for a total award of \$345.96 for this part of the claim.

I find that the tenant also breached the Act by failing to clean the unit at the end of the tenancy. I accept that the landlord paid \$150.00 to have the unit cleaned and I find he should recover this expense. I award the landlord \$150.00.

As the landlord has been substantially successful in his claim, I find he should recover the \$50.00 filing fee paid to bring his application and I award him \$50.00.

Conclusion

The landlord has been awarded a total of \$1,445.96 which represents \$900.00 in rent, \$345.96 for painting, \$150.00 for cleaning and \$50.00 for the filing fee. Although the tenant claimed to have paid a security deposit, he provided no proof of this and I therefore have not set off a security deposit against the award. I grant the landlord a monetary order under section 67 for \$1,445.96. This order may be filed in the Small Claims Division of the Provincial 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: August 31, 2015

Residential Tenancy Branch

