



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REMAX LITTLE OAK REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR, RP, RR, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning, repairs, a rent rebate and the filing fee. The tenant also applied for an order directing the landlord to carry out repairs.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to a monetary order?

### **Background and Evidence**

This month to month tenancy started on July 01, 2015. Rent is \$1,675.00 due on the first of each month. A tenancy agreement and a move in inspection report were filed into evidence.

The tenant stated that when she moved into the rental unit, it was not clean and required paint touch ups. The move in inspection report indicates that the carpet in the entry way was dirty and so were the light fixtures in the dining room, the landing and walls in the stairwell and hall. The landlord had the carpet professionally cleaned on July 07, 2015 and provided a receipt. The tenant called in a professional cleaner and filed an invoice for \$625.00.

The tenant is also claiming \$28.17 for materials to repair the railing and to close off the wood burning stove. The landlord agreed to cover this cost. The tenant stated that the carpet got cleaned on July 07, 2015 and is claiming the return of prorated rent for seven days of tenancy in the amount of \$378.23. The tenant also requested the landlord to do some repairs in the garage.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

In this case, I find that there was some minor cleaning to be done as indicated in the move in inspection report and accordingly I award the tenant \$50.00 towards the cost of cleaning. The landlord agreed to pay \$28.14 for supplies.

The landlord testified that the carpet cleaning arrangement was made to suit the tenant's convenience and therefore I find that the tenant is not entitled to the return of rent for seven days.

I order the landlord to install the missing electrical cover plates and fix the electrical outlet and plug in the garage. The landlord has agreed to have these tasks completed by October 16, 2015. If the landlord does not comply, the tenant may make application for a rent rebate.

Overall the tenant has established a claim of \$50.00 for cleaning and \$28.14 for supplies. Since the tenant has proven a portion of her case, I award the tenant the recovery of the filing fee of \$50.00 for a total claim of \$128.14.

### **Conclusion**

The landlord must complete the above mentioned repairs by October 16, 2015. The tenant may make a onetime deduction of \$128.14 from a future rent.

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: September 25, 2015

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Residential Tenancy Branch

