



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; MNSD; FF

Introduction

This is the Landlord's Application for Dispute Resolution seeking a monetary award for damages; to apply the security deposit in partial satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenant.

Both parties signed into the Hearing and gave affirmed testimony.

This matter was convened on August 26, 2015, and adjourned because of service issues. An Interim Decision was issued on September 7, 2015, which should be read in conjunction with this Decision. The matter was reconvened on November 19, 2015.

The Landlord gave affirmed testimony at the reconvened Hearing.

It was determined that the Landlord re-served the Tenant with her documentary and electronic evidence by mailing the evidence to the Tenant's address for service on August 28, 2015, by registered mail. The Landlord provided the tracking numbers for the registered mail.

The Tenant did not provide any rebuttal evidence.

The Residential Tenancy Branch mailed copies of the Notice of Reconvened Hearing to both parties at their addresses for service. The Tenant did not sign into the teleconference, which remained open for 15 minutes. The matter proceeded in his absence.

Issues to be Decided

1. Is the Landlord entitled to a monetary award for cleaning the rental unit and damages to the rental unit?

Background and Evidence

A copy of the tenancy agreement was provided in evidence. This tenancy began on

June 1, 2012, and ended by mutual agreement on February 28, 2015. Monthly rent was \$950.00, due on the 1st day of each month. The Tenant paid a security deposit in the amount of \$475.00 at the beginning of the tenancy.

The Landlord testified that the Tenant did not clean the rental unit at the end of the tenancy, there were burned out light bulbs, the batteries for the fireplace remote control had to be replaced, and there was damage to the walls and fridge. The walls had to be repaired and re-painted. The stainless steel fridge door had to be repaired. The Landlord provided photographs taken at the end of the tenancy and copies of receipts and invoices.

The Landlord stated that she is only seeking compensation for the cleaning products and paint that was used. She testified that she cleaned the stove and oven and painted the walls. In addition, she paid two people to clean the rest of the rental unit, which took them 4.5 hours. The Landlord also seeks compensation for replacement of a visitor's parking pass which was not handed in by the Tenant at the end of the tenancy. She stated that the Tenant did not pay the "move-out" fee of \$50.00, which was charged back to her. The fee was provided for in the Strata Bylaws, which were provided to the Tenant at the beginning of the tenancy.

The Landlord seeks a monetary award, calculated as follows:

Cleaning service	
(2 people x 4.5 hours @ \$25.10 per hour, plus GST)	\$268.74
Landlord's labour – cleaning (12.1 hours @\$15.00 per hour)	\$181.50
Landlord's labour – painting (12 hours @ 15.00 per hour)	\$180.00
Carpet and tile cleaning by contractor	\$260.78
Cleaning supplies	\$27.39
Stainless steel finish repair	\$355.95
Disposable drop cloths for painting	\$32.12
Paint	\$114.23
Visitor parking pass	\$25.00
Move-out fee (paid by Landlord)	\$50.00
Replace dead batteries	\$12.43
Replace burned out light bulbs	\$27.50
Parts to replace fridge shelf	\$36.86
Repairs to towel bar, door stops and door catch in bathroom	\$77.70
Cost of serving Tenant with documents (registered mail)	\$24.55
Recovery of filing fee	<u>\$50.00</u>
TOTAL	\$1,724.75

Analysis

Section 7(1) of the Act provides that if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Section 67 of the Act provides arbitrators with the authority to determine the amount of, and order that party to pay, compensation to the other party.

Before an arbitrator can make an order under Section 67 of the Act, the applicant(s) must first prove the existence of damage or loss; that it stemmed from the other party's violation of the Act, regulation, or tenancy agreement; that the monetary amount of the claim was verified; and that the applicant(s) took steps to mitigate or minimize the loss or damage.

The Landlord seeks to recover the cost of registered mail; however, there is no provision in the Act for recovery of these costs. Therefore, this portion of her claim is dismissed.

Section 37 of the Act requires the Tenant to leave the rental unit in a reasonably clean state, free from damage except for reasonable wear and tear, at the end of the tenancy. Based on the Landlord's undisputed oral testimony and documentary evidence, I find that the Tenant did not comply with Section 37 of the Act and that the Landlord suffered a loss as a result of his failure to comply. I allow the Landlord's claim damages in the total amount of **\$1,650.20**.

The Landlord has been successful in her Application and I find that she is entitled to recover the cost of the filing fee from the Tenant, in the amount of **\$50.00**.

I find that the Landlord has established a total monetary award in the total amount of **\$1,700.20**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of her monetary award.

I hereby provide The Landlord with a Monetary Order, calculated as follows:

Damages and recovery of the filing fee	\$1,700.20
Less security deposit	- \$475.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,225.20

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,225.20** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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: December 11, 2015

Residential Tenancy Branch

