



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both landlords and the tenant.

During the hearing the tenant confirmed, for the purposes of this proceeding, that her service address is the same as the one used by the landlords in their Application for Dispute Resolution.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for compensation or damage and cleaning of the rental unit, pursuant to Sections 37, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began on September 1, 2014 as a month to month tenancy for the monthly rent of \$1,150.00 that was paid every 2 weeks with a security deposit of \$450.00 paid.

The parties agreed that due to the condition of the rental unit at the end of the tenancy the landlords are entitled to the portion of the landlords' claim in the amount of \$1,398.61 for cleaners; ozone treatment; trips to landfill; repairs to the subfloor and replacement of flooring. The tenant also agreed the landlord is entitled to retain the security deposit of \$450.00 in partial satisfaction of this claim, leaving a balance of \$948.61 owed to the landlords.

The tenant submitted that while she agrees with the landlords' are entitled to the compensation noted above, she does not believe they should be entitled to any compensation for labour.

The landlords submitted a claim for 72 hours labour at \$20 per hour for a total claim of \$1,440.00. In support of this claim the landlords have submitted into evidence several photographs of the condition of the rental unit and residential property at the end of the tenancy.

The landlords have submitted into evidence several pages of text messages showing discussions between the parties regarding the damage. I note that in these text messages the landlords laid out a claim noted above excluding any labour. In fact, there was no indication in those texts about any labour costs.

Analysis

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the tenant's testimony I find the tenant failed to comply with her obligations under Section 37 to leave the rental unit reasonably clean and undamaged at the end of the tenancy.

As per the tenant's agreement I find the landlord is entitled to compensation in the amount of \$1398.61 as outlined above and the tenant has agreed the landlord may retain the security deposit of \$450.00.

As to the landlords' claim for labour, despite the landlord's failure to identify any labour costs in the text message correspondence I find that it is reasonable for the landlords to incur labour costs for the scope of work that was required to rectify the condition of the rental unit as per the photographic evidence.

As the tenant accepts responsibility for the damage and the costs of the flooring costs; landfill trips and other costs I find that it would be unreasonable to expect the work to be completed without any consideration of labour.

I also accept that, based on the photographic evidence, the landlord has provided sufficient evidence to establish that the required work was intensive. I find the landlord's submission of 72 hours to be a reasonable amount of time to complete this work.

Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$2,438.61** comprised of \$948.61 as noted above; \$1440.00 labour and the \$50.00 fee paid by the landlords for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 18, 2015

Residential Tenancy Branch

