



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ALDER PROPERTIES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND, MNSD, MNR, MNDC

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, cleaning, repairs, mailing costs and garbage removal. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The landlord requested that his application be amended to include the recovery of the filing fee.

The landlord sent a copy of his application and the notice of hearing to the tenant by registered mail on June 25, 2015 and provided a tracking number. An online check of the tracking number indicated that the tenant had signed in acknowledgement of having received the package. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

On June 10, 2015, these parties attended a hearing. The landlord included in his evidence a copy of the decision and order. During that hearing the issues of unpaid rent and the return of the security deposit were dealt with. Accordingly this hearing only addressed the landlord's application for a monetary order for the cost of cleaning, painting, mailing costs and garbage removal.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of cleaning, painting, mailing costs and garbage removal?

### **Background and Evidence**

The tenancy started on October 15, 2013 and ended on May 26, 2015. The landlord filed a copy of the move in inspection report. The landlord filed digital evidence and invoices to support his monetary claim.

The landlord stated that in the first week of May, the kitchen sink overflowed and a plumber was called in to fix the problem. The landlord testified that the tenant left a message for the landlord threatening to throw the contents of the plugged sink on the floor. Later, the landlord found that the carpet just outside the tenant's unit was soiled and had to be professionally cleaned. The landlord is claiming the cost of cleaning the mess as he believes that the tenant purposely collected the waste from the clogged sink in a bucket and emptied it on the carpet outside the rental unit.

Upon my request for information, the landlord stated that the soiled carpet is located in the hallway outside the tenant's unit and is a common hallway. The landlord is also claiming for the cost of replacing the hallway carpet and has provided an estimate for the cost.

The landlord testified that the walls had multiple holes. The landlord's digital evidence confirmed the presence of several nails and screws in the walls. The landlord also is claiming for the cost to replace three blinds but did not provide a receipt to support his claim. The landlord's testimony was not clear regarding the age of the blinds that he states were damaged by the tenant and had to be replaced.

The digital evidence shows that the unit was not cleaned and was littered with items that were left behind by the tenant including a Bar-B-Q. The landlord also stated that the tenant had installed a shed for his motor bike and had not removed it prior to moving out. The landlord is claiming the cost of cleaning and removal of the shed, Bar-B-Q and garbage. The digital evidence corroborates the landlord's testimony regarding the condition of the unit at the end of tenancy.

The landlord is claiming the following:

1.	Mailing costs	\$22.68
2.	Painting	\$114.58
3.	Carpet cleaning	\$84.00
4.	Estimate to replace carpet	\$285.00
5.	Replace blinds	\$104.13
6.	Cleaning	\$420.00
7.	Removal of shed and Bar-B-Q	\$425.00
8.	Garbage removal	\$372.50
9.	Filing fee	\$50.00
	<b>Total</b>	<b>\$1,877.89</b>

## **Analysis**

1. Mailing costs - \$22.68

The legislation does not permit me to award any litigation related costs other than the filing fee. Therefore the landlord's claim for mailing costs is dismissed.

2. Painting - \$114.58

Based on the digital evidence and the landlord's testimony, I find that the unit was painted just prior to the start of tenancy and was left in a condition that needed repair and paint. The landlord has claimed a portion of the actual cost to allow for normal wear and tear. I find that the landlord is entitled to his claim.

3. Carpet cleaning - \$84.00

4. Replace carpet - \$285.00

The landlord stated that the carpet that he is claiming the cost of cleaning and replacing is located in the common hallway. Based on the testimony of the landlord, I find that he is responsible for the common areas. In addition the landlord has not replaced the carpet and has provided an estimate for the cost of replacement. For the above reasons, I dismiss the landlord's claim for items #3 and #4.

5. Replace blinds - \$104.13

The landlord was unable to provide clear testimony on the age of the blinds. He stated that he usually makes sure that the blinds are in good working order and undamaged at the start of a tenancy. Based on his testimony, I am unable to determine the age of the blinds at the end of tenancy and therefore I am unable to determine whether the blinds had outlived their useful life or still had some useful life left. Accordingly, I dismiss the landlord's claim for the cost of replacing the blinds.

6. Cleaning - \$420.00

7. Removal of shed and Bar-B-Q - \$425.00

8. Garbage removal - \$372.50

Based on the digital evidence filed by the landlord, the testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant left the unit in a condition that required extensive cleaning and garbage removal.

The evidence also indicated that the tenant had left a shed and Bar-B-Q behind that had to be disposed of. The landlord filed invoices to support his claim. I find that the landlord is entitled to his claim for items #6, #7 and #8.

9. Filing fee - \$50.00

Since the landlord has proven most of his claim, I award him the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim as follows:

1.	Mailing costs	\$0.00
2.	Painting	\$114.58
3.	Carpet cleaning	\$0.00
4.	Estimate to replace carpet	\$0.00
5.	Replace blinds	\$0.00
6.	Cleaning	\$420.00
7.	Removal of shed and Bar-B-Q	\$425.00
8.	Garbage removal	\$372.50
9.	Filing fee	\$50.00
	Total	<b>\$1,382.08</b>

The landlord has established a claim of \$1,382.08. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order for the amount of **\$1,382.08**.

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 01, 2015

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Residential Tenancy Branch

