



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$8228.30, and requesting recovery of the \$100.00 filing fee.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 14, 2016; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicants testified that this tenancy began on June 14, 2013, and the tenant vacated on October 5, 2015, pursuant to an Order of Possession.

The applicants further testified that during the moveout inspection on October 8, 2015 a significant amount of damages were found. The applicants further stated that the tenant signed her agreement that the report fairly represents the condition of the rental unit.

The applicants further testified that, on the moveout inspection report, the tenant signed her agreement, acknowledging she would be held responsible for cleaning and repairs to the rental unit and property.

The applicants further testified that they have supplied a significant number of photos that clearly show the poor condition in which the rental unit was left, and therefore they are requesting the following to cover that cleanup and repairs:

Waste bin rental	\$303.75
Cost of removing debris and appliances and yard maintenance. 36.5 hours total time.	\$894.25
Cost of excessive cleaning above the a normal amount that they usually allow	\$612.50
Cost to repair damage to the siding	\$446.00
Cost to repair/replace damaged window, door insert, and screens	\$1714.97
Cost to replace damaged doors and repair doorframes	\$1804.00
80% of the cost of replacing the damaged flooring	\$1657.33
Repairing drywall damage and painting doors	\$490.00
25% of the cost of replacing the countertop	\$305.50
Total	\$8228.30

The landlords further testified that they allow for 6 hours of cleaning at no cost to the tenant, however in this case there was a total of 67.5 hours of cleaning required however they have only charged for 61.5 hours.

The landlords further testified that the tenant was not charged for the normal painting, only the extra painting required because of the need to replace damaged doors.

The landlords further testified that they have only claimed 80% of the cost of replacing the flooring, as the flooring was two years old at the end of the tenancy.

The landlords further testified that they have only charge 25% of the cost replacing the countertop, as the countertop was an older countertop as well.

The landlords also request an order for recovery of their \$100.00 filing fee.

Analysis

I have reviewed all the photo evidence and documentary evidence provided by the landlords and it is my finding that the landlords have established the full amount claimed.

It is very obvious from the photo evidence that this rental unit was left in need of significant cleaning and repairs and that a substantial amount of damage had been done to the rental unit during the tenancy.

Further, having reviewed all the invoices submitted for repairs and cleaning, it is my finding that all the amounts claimed are reasonable and justified.

I therefore allow the landlords full claim of \$8228.30 and recovery of the \$100.00 filing fee for a total of \$8328.30.

Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$8328.30.

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 13, 2016

Residential Tenancy Branch