



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Century 21 Amos Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MNDC, MNSD, MNR, OPC

### Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession, and requesting a monetary order in the amount of \$1237.95. The applicant is also requesting recovery of the \$100.00 filing fee.

The applicant testified that the respondent was served with notice of the hearing by personal service on July 25, 2016, however the respondent did not join the conference call that was set up for the hearing.

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.

All testimony was taken under affirmation.

### Issue(s) to be Decided

By the date of the hearing the tenant had already vacated the rental unit and the landlord had possession, and therefore the issue I dealt with was whether or not the landlord has established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

Landlord testified that this tenancy began on March 31, 2016, and the tenant vacated the rental unit on July 8, 2016, leaving the rental unit in need of significant cleaning and repairs.

Landlord further testified that they have supplied photo evidence to show the poor condition in which the rental unit was left.

The landlord testified that when the tenant vacated the rental unit she left the unit in need of cleaning and repairs, as follows:

3 hours of general cleaning	\$81.00
4 hours of labour for repairs	\$140.00
Multiple holes in kitchen floor	\$50.00
Fridge door missing holding bar	\$75.00
Sink plugs missing	\$20.00
Repair torn screen	\$50.00
Missing light fixture	\$50.00
10 hours Cleaning walls in the house	\$270.00
Water payment to City of Oliver	\$125.00
Carpet cleaning	\$318.00
5% Tax	\$58.95
Filing fee	\$100.00
Total	\$1337.95

The landlord is therefore requesting an order to retain the full security deposit towards this claim, and requests that a monetary order be issued for the difference.

### Analysis

I reviewed the evidence provided by the landlord, and it is my finding that the landlord has shown that the tenant left this rental unit in need of significant cleaning and repairs, and I therefore allow the landlords reasonable claim for those cleaning and repairs.

I also allow the landlords claim for the City of Oliver water Bill, as that Bill will be added to the landlords taxes since the tenant did not pay it.

I will not however allow the landlords request for 5% tax as there is no provision in the Residential Tenancy Act to add tax onto the cost of cleaning and repairs, unless the landlord has paid that tax, and there is no evidence of the landlord having paid any tax on the cleaning and repairs.

Therefore the total amount of the landlords claim that I have allowed is \$1279.00

Conclusion

Pursuant to section 67 of the Residential Tenancy Act I have allowed \$1279.00 of the landlords claim, and I therefore order that the landlord may retain the full security deposit of \$420.00, and I have issued an order for the respondent to pay \$859.00 to the landlord.

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: January 24, 2017

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Residential Tenancy Branch