



Dispute Resolution Services

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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 hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Has the Landlord incurred the costs claimed?

Background and Evidence

The tenancy started on November 26, 2014 and ended on November 29, 2015. Rent of \$510.00 was payable during the tenancy. No security deposit was collected. The Parties mutually conducted a move-in inspection with the report copied to the Tenant. It

is noted that the copy provided to the Residential Tenancy Branch is a blank form. The Parties mutually conducted a move-out inspection with a report copied to the Tenant.

The Tenant left the unit unclean and the Landlord claims \$450.00 for the cost of cleaning the 2 bedroom unit. The Landlord did not pay this amount to any person or company as their paid employee did the cleaning at no extra cost to the Landlord. The Landlord did lose this employees time to carry out other duties. No photos of the unit were provided.

The Tenant left a hole in a wall and the Landlord claim \$50.00 for the cost of repairing the hole. The Landlord provides an invoice indicating a cost of \$275.00 for this repair and the Landlord indicates that the cost is due to the presence of asbestos. The Landlord claims the cost that has in the past been charged to them in the past without the extra costs for the presence of asbestos.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed and that costs for the damage or loss have been incurred or established. As there is no evidence that the hourly rate claimed for the cleaning is equal to the hourly wages of the employee who carried out the cleaning, it is not possible to determine that the Landlord is even claiming costs based on its employee's wages or whether the Landlord acted to mitigate the costs of cleaning by using its employee to carry out the cleaning at a lesser rate. For these reasons and as the amount claimed is excessive without photos to show a greater than usual extent of uncleanliness, I find that the Landlord has not proven the amount claimed. Based on the undisputed evidence that the Tenant failed to leave the unit reasonably clean however I find that the Landlord has substantiated a nominal entitlement for the Tenant's breach in the amount of **\$100.00**. As the Landlord has reduced the actual costs that were incurred to repair the hole in the wall I find that the Landlord acted reasonably to mitigate the losses claimed. The Landlord is therefore

entitled to the compensation claimed of **\$50.00**. As the Landlord's application has met with some success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$250.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$250.00**. If necessary, this order may be filed in the 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: May 12, 2017

Residential Tenancy Branch