



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on July 04, 2017 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement and that indicates the documents were received on July 17, 2017. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

On December 19, 2017 the Landlord submitted 4 pages of evidence to the Residential Tenancy Branch and a USB device which contained several images. The Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, on December 20, 2017. In the absence of evidence to the contrary I find that this evidence was served in accordance with section 88 of the *Act* and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?

Background and Evidence

The Agent for the Landlord stated that the tenancy began on April 01, 2015 and it ended on December 31, 2016.

The Landlord is seeking compensation, in the amount of \$175.00, for painting the rental unit. The Agent for the Landlord stated that the walls were in good condition at the start of the tenancy and that they were damaged in several places at the end of the tenancy. The Landlord submitted photographs, which the Agent for the Landlord stated were taken after the end of the tenancy, which show the walls in the unit were damaged in several locations.

The Agent for the Landlord stated that the Landlord paid a company a "flat rate" of \$175.00 to paint the unit. She stated that the Landlord did not submit an invoice or any other documentary evidence in support of this claim.

The Landlord is seeking compensation, in the amount of \$45.00, for cleaning the fireplace. The Agent for the Landlord stated that the ashes had not been cleaned from the fireplace at the end of the tenancy and that the Landlord had to burn a log in the fireplace that is designed to clean the chimney.

The Agent for the Landlord stated that it took a person who works for the Landlord approximately one hour to clean the ashes from the fireplace and that it took approximately 2 hours to burn the log that is designed to clean the chimney. She stated that she believes the employee who cleaned the fireplace earns \$16.50 per hour.

The Landlord is seeking compensation, in the amount of \$96.00, for cleaning the rental unit. The Agent for the Landlord stated that several areas in the unit required cleaning at the end of the tenancy. The Landlord submitted photographs, which the Agent for the Landlord stated were taken after the end of the tenancy, which show that additional cleaning was required.

The Agent for the Landlord stated that it took a person who works for the Landlord approximately two hours to clean the rental unit, and that the Landlord is seeking to recover their "flat rate" cleaning charge of \$40.00 per hour. She stated that the employee who cleaned the unit earns \$14.00 per hour.

The Agent for the Landlord stated that the Landlord is also seeking \$16.00 in cleaning supplies. She stated that the Landlord purchases cleaning supplies in bulk and the Landlord estimated that \$16.00 worth of supplies were used to clean the unit.

The Landlord is seeking compensation, in the amount of \$80.00, for replacing the mail key and the front door key which the Agent for the Landlord stated were not returned at the end of the tenancy. She stated that the Landlord purchases locks in bulk and the Landlord estimated that the locks cost \$40.00 each to replace.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing

that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair the walls that were damaged during the tenancy.

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant whenever compensation for damages is being claimed. I find that the Landlord submitted insufficient evidence to establish the true cost of repairing the damage to the walls. In reaching this conclusion I was strongly influenced by the absence of any documentary evidence that corroborates the Agent for the Landlord's statement that it cost \$175.00 to paint the walls. When receipts/invoices are available, or should be available with reasonable diligence, I find that a party seeking compensation for those expenses has a duty to present the documentary evidence that supports the claim. I therefore dismiss the Landlord's claim for compensation for painting the walls.

There is nothing in the *Act* that requires a tenant to clean the chimney at the end of the tenancy. Residential Tenancy Branch Policy Guideline #1 stipulates that a landlord must clean the fireplace chimney at regular intervals. As there is nothing in the *Act* that requires the Tenant to clean the chimney, I dismiss the Landlord's claim for compensation for cleaning the chimney.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to clean the ashes from the fireplace at the end of the tenancy. I therefore find that the Landlord is entitled to the \$16.50 it paid to an employee for cleaning the fireplace.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to the \$28.00 it paid to an employee for cleaning the unit.

I find that the Landlord is not entitled to a "flat rate" of \$40.00 per hour for cleaning, as the Landlord is not entitled to profit from a tenant's failure to clean the rental unit. Rather, the Landlord is entitled to recover the cost of cleaning the unit, which in these circumstances was the \$28.00 in wages.

Although the Landlord did not submit receipts to establish the cost of cleaning supplies used, I find it is reasonable for a Landlord to estimate these costs, given that these supplies were purchased in bulk. I further find that that an estimate of \$19.00 is reasonable, and that the Landlord is entitled to recover this amount for supplies.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to return keys at the end of the tenancy. Although the Landlord did not submit receipts to establish the cost of replacing the locks, I find it is reasonable for a Landlord to estimate these costs, given that the locks were purchased in bulk. In the absence of any evidence to suggest the claim of \$40.00 per lock is unreasonable, I find that the Landlord is entitled to recover \$80.00 for replacing two locks.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$245.50, which includes \$16.50 for cleaning the fireplace, \$49.00 for cleaning the unit, \$80.00 for replacing two locks, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for \$245.50. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: January 08, 2018

Residential Tenancy Branch