



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FF, MNR, MND, MNSD & MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$11,805.66 for unpaid rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

The tenant failed to appear at the scheduled start of the hearing which was 11:00 a.m. on September 14, 2018. The landlords were present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlords were given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant by mailing, by registered mail to where the tenant resides on June 25, 2018. The landlord testified that a search of the Canada Post tracking service indicates the Tenant signed for the documents acknowledging receipt on June 27, 2018.

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on February 1, 2012. The tenancy ended on April 19, 2018. The rent at the time the tenancy ended was \$1535 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$750 and a pet damage deposit of \$200 for a total of \$950.

The tenant failed to pay the rent when due in March 2018 and the landlord obtained an Order of Possession on 2 days notice. The parties agreed in writing the Tenant could remain in the rental unit until April 15, 2018 at which time she would have to vacate. The tenant failed to vacate on that agreed date. The landlord obtained a Writ of Possession and the bailiffs executed on that Writ of Possession on April 19, 2018.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

I determined the tenant failed to properly clean the rental unit when she vacated. Also I determined the tenant caused excessive damage that exceeded reasonable wear and tear. Many of the landlords' claims reflect a reduced charge from what they paid the cleaners and contractors as the landlords testified they are only claiming those items that are attributable to the damage and failure to clean caused by the Tenant. .

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlords are entitled to \$121.75 for the cost of parking and the obtaining of a Writ of Possession at the New Westminster Court House.
- b. I determined the landlords are entitled to \$5368.89 for the payment of the bailiff costs including the changing of the locks and moving costs.
- c. I determined the landlords are entitled to \$204.67 for over-holding rent for the period April 16, 2018 to April 19, 2018.

- d. I dismissed the claim of \$173.98 for the cost of paying an agent who attempted the peaceful eviction of the tenants as the landlords withdrew that claim.
- e. I determined the landlords are entitled to \$1112.50 for the cost of hiring a cleaning company for a deep clean. I determined the amount claimed was reasonable as it involved 44.5 person hours at \$25 an hour.
- f. I determined the landlords are entitled to \$549 for the cost of hiring a second cleaner who also made repairs. The landlords paid that person \$971. I accept the landlords' testimony that the tenant is responsible for \$549 of that sum.
- g. I determined the landlords are entitled to \$1617 for the cost of repairs, garbage removal and restoration. The landlords paid that contractor \$2339. I accept the landlords' testimony that the tenant is responsible for \$1617 of that sum.
- h. I determined the landlord is entitled to \$78.15 for gas. The landlords live out of town and had to rent a car to ensure the orderly cleaning of the rental unit. The landlords did not charge the cost of renting the car. I determined they are entitled to recover the fuel charges.
- i. I determined the landlords are entitled to \$74.92 for the Home Hardware bill for the cost of bathroom sink, dishwasher parts, registers, paint, roller refills.
- j. I determined the landlords are entitled to \$98.68 for reimbursement of the Lowes bill for pot light bulbs, sink faucet, paint and primer for repairs.
- k. I determined the landlords are entitled to \$579.96 for the Home Depot bill for the cost of drywall, window frames kitchen faucet, pot lights, paint, cleaning supplies
- l. The landlords claimed \$447 for the cost to replace the dishwasher as the tenant had allowed an excessive amount of mould to exist which was impossible to clean. The dishwasher was 3 years old. The expected life of a dishwasher as set out in Policy Guideline 40 is 10 years. I determined the landlords are entitled to 7/10 of this claim or the sum of \$312.
- m. I determined the landlords are entitled to \$29.88 for the cost of dishwasher parts.
- n. I determined the landlords are entitled to \$1053 for labor cost of RN in cleaning and repairing the rental unit. She testified she took her vacation time to and spent approximately 161 hours in cleaning. The amount claimed in the Monetary Order worksheet is reasonable.
- o. The landlords claimed \$951 for the cost of replacing the washing machine. The tenant failed to clean it on an ongoing basis and it had to be replaced because of the presence of mould which could not be removed. The washing machine was 6 years old. Policy Guideline #40 states the expected life of a washing machine is 15 years. I determined the landlords are entitled to 9/15 of this claim or \$570.60.
- p. I determined the landlords are entitled to \$4.20 for the cost of cleaning supplies to remove dog feces.

- q. I dismissed the landlords' claims of \$84 for refrigerator handles, \$106.39 for sliding screen patio door and \$98.04 for two towel bars and a TP roll holder as the landlords have not incurred those charges.

In summary I determined the landlords have established a monetary claim against the tenant(s) in the sum of \$11,745.32 plus the \$100 filing fee for a total of \$11,845.32.

Security Deposit

I determined the security deposit and pet damage deposit totals the sum of \$950. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$10,895.32.

Conclusion

I ordered the landlord may retain the security deposit/pet deposit in the sum of \$950. In addition I ordered that the Tenant pay to the Landlords the sum of \$10,895.32.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: September 14, 2018

Residential Tenancy Branch