



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 FFL, MNDCL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on January 22, 2018 (the "Application"). The Landlord sought compensation for monetary loss or other money owed and reimbursement for the filing fee.

The Property Manager appeared for the Landlord at the hearing. The Tenant did not appear. I explained the hearing process to the Property Manager who did not have questions when asked. The Property Manager provided affirmed testimony.

The Landlord had submitted evidence prior to the hearing. The Tenant had not submitted evidence. I addressed service of the hearing package and Landlord's evidence.

The Property Manager testified that the hearing package and evidence were sent by registered mail on January 25, 2018. She said the package was sent to the address the Tenant provided verbally January 22, 2018. The Landlord had submitted a screen shot from their system showing a note that the Tenant provided her forwarding address on January 22, 2018 and the address is listed in the system. The Property Manager said the package was returned. The Landlord had submitted a Canada Post Customer Receipt with Tracking Number 1 on it. The Customer Receipt includes the Tenant's name and forwarding address. The Canada Post website shows the package was unclaimed.

Based on the undisputed testimony of the Property Manager, evidence submitted and Canada Post website information, I find the Tenant was served with the hearing package and evidence in accordance with sections 59(3), 88(d) and 89(1)(d) of the *Residential Tenancy Act* (the "Act") and rule 3.1 of the Rules of Procedure. I note that the Tenant is not permitted to avoid service by failing to pick-up the package.

As I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. The Property Manager was given an opportunity to present relevant oral evidence, make relevant submissions and ask relevant questions. I have considered all documentary evidence

submitted and all oral testimony of the Property Manager. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Landlord entitled to compensation for monetary loss or other money owed?
2. Is the Landlord entitled to reimbursement for the filing fee?

Background and Evidence

The Landlord submitted a written tenancy agreement as evidence. It is between the Landlord and Tenant regarding the rental unit. The tenancy started August 28, 2015 and was a month-to-month tenancy. The agreement is signed by the Tenant and on behalf of the Landlord.

The Property Manager testified rent was \$510.00 per month and that the Tenant did not pay a security deposit. She said the Tenant vacated the rental unit January 17, 2017.

The Landlord requested the following compensation:

1	Lock change	\$35.00
2	Cleaning and remove debris	\$160.00
3	Replace bedroom door	\$84.69
4	Repair drywall damage	\$350.00
	TOTAL	\$629.69

Lock change

The Property Manager testified as follows. The Tenant requested a lock change January 2, 2017. The lock to the unit was changed and the Tenant was charged the standard rate. The Tenant never paid for the lock change.

The Landlord had submitted an internal work order showing the lock was changed. The Landlord submitted a letter dated January 10, 2017 to the Tenant about the lock change and \$35.00 charge. The Landlord submitted the Invoice for the \$35.00.

Cleaning and remove debris

The Property Manager testified as follows. The Tenant did not leave the unit reasonably clean and left debris that had to be removed. The bathroom and kitchen had to be cleaned.

The Landlord submitted a cleaning checklist that states the unit was partly cleaned. It says that the walls, windows and appliances were not washed. It states that garbage was piled in the closet. It outlines the cleaning done. It shows the cleaning took 12 hours.

The Property Manager testified that it is the Landlord's policy to take off four hours from the cleaning bill and only charge tenants the remainder.

The Landlord had submitted photos of the rental unit upon move out. The Landlord had submitted an Invoice for eight hours of cleaning at \$20.00 per hour.

Replace bedroom door

The Property Manager testified that there was a hole in one of the bedroom doors the size of a baseball and the rest was pulled back and ripped. She said the door could not be repaired and had to be replaced.

The Landlord submitted a photo of the door. The Landlord submitted an Invoice for replacing the bedroom door showing labour of one hour at \$30.00 and materials at a cost of \$54.69. The Landlord submitted the Invoice for the materials which shows they cost \$58.34 in total.

Repair drywall damage

The Property Manager testified that there were a lot of holes left in the walls of the unit. She said some of the holes were small and some large.

The Landlord had submitted photos of six holes throughout the unit. The Landlord submitted an Invoice showing work done to the unit. At the bottom of this it notes seven holes at \$50.00 per hole.

The Property Manager testified that the \$50.00 is to cover repair and painting of the walls and that the Landlord has a contract with the painters who charge a flat rate.

The Landlord submitted a Condition Inspection Report. It was signed by the Tenant on move-in. The evidence submitted shows the Tenant did not participate in the move-out inspection despite being offered two opportunities to participate.

Analysis

Section 7 of the *Act* states:

(1) If a...tenant does not comply with this Act...or their tenancy agreement, the non-complying...tenant must compensate the [landlord] for damage or loss that results.

(2) A landlord...who claims compensation for damage or loss that results from the [tenant's] non-compliance...must do whatever is reasonable to minimize the damage or loss.

Section 37 of the *Act* addresses tenant's obligations upon vacating a rental unit and states:

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear...

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Lock change

Based on the undisputed testimony of the Property Manager, and the evidence submitted, I accept that the Tenant asked the Landlord to change the locks to the unit and that the Landlord did so. I find this was not at the beginning of the tenancy. I accept that the cost of changing the lock was \$35.00 and I find this to be reasonable. I accept that the Tenant did not reimburse the Landlord for this cost. I find the Landlord is entitled to compensation in the amount of \$35.00 for changing the lock at the Tenant's request.

Cleaning and remove debris

Based on the undisputed testimony of the Property Manager, and the evidence submitted, I accept that some parts of the unit were dirty on move-out. I also accept that the Tenant left items behind. I find the Tenant breached section 37 of the *Act*. Given the photos, I am not satisfied the unit required eight hours of cleaning to bring it to the level of reasonably clean. I find the Landlord is entitled to compensation for four hours of cleaning at \$20.00 per hour being \$80.00.

Replace bedroom door

Based on the undisputed testimony of the Property Manager, and the evidence submitted, I accept that a bedroom door in the unit was damaged on move-out. Based on the Condition Inspection Report, I accept that the door did not have a hole in it upon move-in and therefore that the Tenant caused the damage. I find this to be beyond reasonable wear and tear. Based on the undisputed testimony of the Property Manager, and the evidence submitted, I accept that the door could not be fixed and had to be replaced. I accept that it cost \$84.69 to replace the door and I find this amount to be reasonable. I award the Landlord the \$84.69 requested.

Repair drywall damage

Based on the undisputed testimony of the Property Manager, and the evidence submitted, I accept that there were holes in the walls of the unit on move-out. Based on the Condition Inspection Report, I accept that these holes were not there on move-in and therefore that the Tenant caused the damage. Based on the photos, I find these are beyond reasonable wear and tear. I accept that these holes needed to be repaired and that the repair cost \$50.00 per hole. I find this to be reasonable given the size of the holes. I award the Landlord the \$350.00 requested.

In total, I award the Landlord the following:

1	Lock change	\$35.00
2	Cleaning and remove debris	\$80.00
3	Replace bedroom door	\$84.69
4	Repair drywall damage	\$350.00
	TOTAL	\$549.69

Given the Landlord was successful in this application, I award the Landlord reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*.

In total, the Landlord is entitled to \$649.69 and I issue the Landlord a Monetary Order in this amount.

Conclusion

The Application is granted in part. The Landlord is entitled to \$649.69.

The Landlord is entitled to a Monetary Order in the amount of \$649.69. This Order must be served on the Tenant and, if the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: September 13, 2018

Residential Tenancy Branch