



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT
COMMISSION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL, FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for a monetary order for alleged damage to the rental unit and for recovery of the filing fee paid for the application.

The landlord's agent (hereafter "landlord") attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that they served the tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on May 2, 2019. The landlord provided the Canada Post receipts showing the tracking number of the registered mail.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order for monetary compensation and to recovery of the filing fee paid for this application?

Background and Evidence

The written tenancy agreement submitted by the landlord shows that this tenancy began on January 28, 2014, and the landlord submitted that the tenant vacated the rental unit on December 4, 2017.

The landlord's monetary claim is:

| ITEM DESCRIPTION | AMOUNT CLAIMED |
|---------------------------|-------------------|
| 1. Extra cleaning | \$1,350.00 |
| 2. Debris removal | \$312.10 |
| 3. Painting | \$1,000.00 |
| 4. Replace kitchen window | \$566.06 |
| TOTAL | \$3,228.16 |

The landlord's additional relevant documentary evidence included, but was not limited to, the move-in and move-out condition inspection report, invoices for painting, cleaning, hauling, window replacement and a work sheet showing costs assessed against the tenant. The landlord also supplied photographic evidence showing the state of the rental unit after the tenant vacated.

The landlord testified and the photographs show that the tenant left many items of personal property and garbage, such that the landlord incurred costs in removing the property and garbage to the landfill.

The landlord's evidence further shows that the tenant made no effort to clean the rental unit and that as it was left in a very dirty state, it was necessary to provide for a major cleaning after the tenant vacated.

The landlord submitted that they generally allow 6 hours for cleaning after a tenant vacates; however, in this case, the rental unit required extra cleaning due to the state it was left in by the tenant.

As to the painting charges, the landlord submitted that they don't generally charge for painting; however, in this case, it was necessary to repair and paint over the tenant's damage, such as drywall graffiti, nail polish removal, and excessive holes in the wall.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result of their actions or neglect, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

In light of the tenant's failure to appear to provide a rebuttal to the landlord's evidence, despite being duly served, I accept the landlord's undisputed evidence.

As to the costs claimed by the landlord associated with cleaning, painting, and hauling, Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear.

As such, the tenant is required to remove all belongings including garbage and to clean the rental unit to a reasonable standard.

I find the landlord submitted sufficient documentary and photographic evidence that the tenant failed to properly and reasonably clean the rental unit, or clean at all, leaving many items of personal property, which required the landlord to remove, incurring fees. I also find it was necessary for the landlord to clean and rehabilitate the rental unit after the tenant vacated, incurring costs. I find the costs claimed by the landlord to be reasonable and I therefore approve the landlord's monetary claim for \$1,350.00 for extra cleaning, \$1,000.00 for painting, and \$312.10 for debris removal.

As to the landlord's claim for a kitchen window replacement, I find that the landlord submitted sufficient evidence that the damage to the window was beyond reasonable

wear and tear. I find it was reasonable and necessary for the landlord to replace the kitchen window. I therefore approve the landlord's monetary claim for \$566.06.

As the landlord's application was successful, I grant the landlord recovery of their filing fee of \$100.00.

Due to the above, I find the landlord is entitled to a total monetary award of \$3,328.16 against the tenant, comprised of \$1,350.00 for extra cleaning, \$1,000.00 for painting, \$312.10 for debris removal, \$566.06 for kitchen window replacement, and recovery of their filing fee for \$100.00.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act in the amount of \$3,328.16, which is attached with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord's application for monetary compensation is granted and they have been awarded a monetary order in the amount of \$3,328.16.

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: June 14, 2019

Residential Tenancy Branch