Dispute Resolution Services



Residential Tenancy Branch Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF Introduction

The landlord applies for a monetary award for cleaning and repair costs.

The respondent tenant did not attend the hearing within ten minutes after its scheduled start time at 1:30 p.m. on August 15, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord's representatives and this arbitrator were the only ones who had called into this teleconference during that period.

Ms. S.A. for the landlord testified that the Notice of Dispute Resolution Proceeding form was served on the tenant by registered mail to the address the tenant provided at the end of the tenancy (Canada Post tracking number shown on cover page of this decision). Canada Post records show that the mail was sent May 9, 2019 and was delivered on May 13. I find the tenant has been duly served.

Based on the testimony of Ms. S.A. and Ms. D.N. and the documentation filed I determine the following, in accordance with the nine items of claim in the monetary order worksheet filed by the applicant landlord.

#1 Suite Cleaning: \$240.00. I allow this item in accordance with the invoice presented and the state of the premises shown in the landlord's materials.

#2 Carpet Cleaning: \$160.00 and #5 Carpet Stain Repairs: \$300.00. This cleaning and repair was not done. Instead, it was determined that the carpet needed to be replaced at a cost of well over \$3000.00. Nevertheless, I am satisfied that the carpet needed cleaning and \$160.00 was a reasonable cost. I am satisfied that the carpet required repair and the landlord's normal repairman would have charge at least \$300.00. I award the landlord \$460.00 under these two heads.

#3 Blind Cleaning: \$150.00 I award the landlord \$150.00 under this item, as claimed.

#4 Junk Removal: \$350.00. The photos presented show this item to be a fair claim and the cost to be a fair one. I award the landlord \$350.00.

#6 Miscellaneous Repairs: \$395.00. I am satisfied these repairs were required and that the landlord has fairly broken out the time their normal handyman spent. I find the related cost at \$30.00 per hour, to be reasonable. I award the landlord \$395.00.

#7 Light Bulbs: \$30.00. The move out report shows two bulbs required replacement. While \$15.00 per bulb may seem high, I am satisfied that when one factors in the effort to buy the bulbs and to attend the premises and install them, coupled with the fact that the landlord's pre-move out instruction sheet forewarns the tenant of this charge, it is not unreasonable. I award the landlord \$30.00 as claimed.

#8 Wall Repairs: \$100.00. I award the landlord \$100.00 under this item, as claimed.

#9 Patio Cleaning: \$100.00. I award the landlord \$100.00 under this item, as claimed.

In result, the landlord is entitled to a monetary award totalling \$1825.00 plus recovery of the \$100.00 filing fee for this application. I authorize the landlord to retain the \$390.00 security deposit and \$60.00 fob deposit it holds, in reduction of the amount awarded.

The landlord will have a monetary order against the tenant for the remainder of \$1475.00.

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: August 15, 2019

Residential Tenancy Branch