



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 **FFL MNDL**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- A monetary order for damage to the rental unit pursuant to section 67; and
- Authorization to recover the filing fees from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:42 p.m. to enable the tenant to call into this teleconference scheduled for 1:30 p.m. The landlord attended the hearing represented by JS ("landlord"). The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified she served the tenant with the Notice of Dispute Resolution Package and evidence by registered mail on June 7, 2019 and that it was signed for by the tenant on July 15, 2019. The tracking number for the registered mail is listed on the cover page of this decision. Based on the landlord's testimony, I find the tenant served on July 15th, in accordance with sections 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to compensation for damages caused by the tenant?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The landlord provided the following undisputed testimony. The tenancy began on August 1, 2017 when the tenant signed the tenancy agreement and moved in. Month to month rent was set at \$716.00 per month payable on the first day of each month. No security deposit was collected. A condition inspection report was completed and signed by the parties at the commencement of the tenancy. Noted on the condition inspection report are new entry way doors, new stove, new kitchen fan, new fridge and new drawers to replace broken ones in the kitchen.

The tenancy ended after the landlord served the landlord served the tenant with a One Month Notice to end tenancy for Cause with an effective date of April 30, 2018. The landlord made several attempts at scheduling a move-out condition inspection with the tenant at the end of the tenancy and she gave the tenant a notice of final opportunity for inspection by posting it to the tenant's door on April 30th. The date for the inspection was to be May 2, 2018 at 4:00 p.m.

The tenant did not attend the condition inspection and the landlord proceeded without her. On the condition inspection report, the landlord noted damage to the rental unit, however she is not seeking compensation for the damage, only for cleaning and debris removal. The landlord provided several photographs of the rental unit depicting items left behind, unclean surfaces covered with stickers, unwashed cabinets and drawers, and general debris throughout the rental unit and outdoor area. The landlord also provided two documents called 'vacant unit chargeback cleaning' ('chargebacks') which give further details of the extent of the cleaning required. The first chargeback notes it took 26 hours to clean the unit less 6 hours allowed, making it 20 hours of cleaning, amounting to \$1000.00. The landlord testified there is a 6 hour allowance not charged to the tenant for cleaning, so they only seek the 20 hours for the first chargeback. The second chargeback from the same cleaner indicates it took 6 additional hours to clean just debris only, costing \$300.00. Receipts from the waste facility indicate costs of \$3.85 and \$11.55 respectively to dispose of the waste from the rental unit.

Analysis

Section 37(2) of the *Act* states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

This notion is further elaborated in Residential Tenancy Branch Policy Guideline PG-1 which states:

the tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. ***The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.*** The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the Residential Tenancy *Act* or Manufactured Home Park Tenancy *Act* (the Legislation). **(emphasis added)**

[Section 7\(1\) of the Act](#) establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage

or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence to verify the actual monetary amount of the loss or damage. Lastly, the claimant must prove they took steps to mitigate the damage or loss.

I am satisfied, based on the landlord's testimony and documentary evidence that the condition of the rental unit at the end of the tenancy did not meet the "reasonable health, cleanliness and sanitary standards" as set out in section 32 of the *Act*. Photographs depicting the general debris left behind, unclean floors, stickers placed on the walls, cabinets not wiped clean are all indicative of this.

In this case, the landlord has provided documents completed by the company she hired to do the cleaning, the 'chargebacks'. I note that none of the 'chargebacks' indicate how many cleaning people were hired to justify the invoices charged. The first 'chargeback' indicates 26 hours, with the first 6 hours not charged back to the tenant, due to the landlord's policy, according to the landlord's testimony. Based on the charge of \$1000.00 for 20 hours of work, and \$300.00 for 6 hours of work, it appears the cleaning company charges \$50.00 per hour.

Based on the photographs of the condition of the rental unit when the tenant moved out, I find the landlord has provided sufficient evidence to satisfy me the cleaning and debris removal justifies 20 hours to clean the unit and remove the debris left behind as noted on the first 'chargeback'.

The work of the cleaners involved did not require skilled labour. For the cleaning and debris removal labour provided, I find \$25.00 per hour to be a reasonable wage, based on the nature of the work and this province's minimum wage being set at \$13.85 per hour. As stated earlier, the 20 hours charged for the cleaning work was justified and I award the landlord **\$500.00** for the cleaning and debris removal. ($\$25.00 \times 20 = \500.00)

The same cleaning company charged the landlord an additional 6 hours to perform more of the same work as noted on the second undated 'chargeback'. The work performed is identical to the labour noted in the first 'chargeback' without any explanation as to whether it was done on the same day or why they needed an additional 6 hours to perform the work. The 'chargebacks' are not dated and provide little information as to why the landlord was double billed for identical work. Based on the evidence, I find the second 'chargeback' provided by the landlord's cleaning company to be unsubstantiated. I decline to award the landlord the amount listed on the second 'chargeback'.

The landlord provided invoices from the dump facility to indicate she spent \$11.55 + \$3.85 for waste disposal. I award the landlord these costs in the amount of **\$15.40**.

As the landlord's application was successful, the landlord is also entitled to recovery of the **\$100.00** filing fee for the cost of this application.

Item	Amount
Cleaning and Debris removal	\$500.00
Waste disposal dump fees	\$15.40
Filing fee	\$100.00
Total	\$615.40

Conclusion

I issue a monetary order in the landlord's favour in the amount of **\$615.40**. The tenant must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: September 15, 2019

Residential Tenancy Branch