



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, MNRL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for compensation for monetary loss or other money owed in the amount of \$1,650.34, for a monetary order for unpaid rent of \$510.00; and to recover the \$100.00 cost of their filing fee.

An agent for the Landlord, L.A. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The teleconference phone line remained open for over 20 minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, who indicated that she was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Agent.

I explained the hearing process to the Agent and gave her an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide her evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent testified that she served the Tenant with the Notice of Hearing documents by Canada Post registered mail, sent on September 20, 2019. The Agent provided a Canada Post tracking numbers as evidence of service. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act.

Preliminary and Procedural Matters

The Agent provided her email address at the outset of the hearing and the Tenant's mailing address in the Application. The Agent confirmed her understanding that the Decision would be emailed to her and mailed to the Tenant, and any Orders would be sent to the appropriate Party in this manner.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Agent provided a copy of the Parties' tenancy agreement, and confirmed that the fixed term tenancy began on April 28, 2017, and ran until February 28, 2018, and then operated on a month-to-month basis. The Agent said that the Tenant vacated the rental unit in July 2018. The Agent said the Tenant paid a monthly rent of \$510.00, due on the first day of each month. The Agent said the Tenant did not pay the Landlord a security or pet damage deposit. The Agent said that the rental unit is a townhouse with three bedrooms and one bathroom. The Landlord submitted a condition inspection report ("CIR") for inspections done of the rental unit at the start and the end of the tenancy.

The CIR details that most of the rooms, including floors, walls and ceilings, needed cleaning at the end of the tenancy. The Landlord also submitted seven pages of photographs of the rental unit after it was vacated. These show debris left throughout, dirt, marks on the walls and floors, stickers or drawings on the walls, damaged doors, dirty appliances and other items needing cleaning or repair.

The Agent set out the Landlord's claim in a monetary order worksheet, that contains the following:

	Receipt/Estimate From	For	Amount
1	BC Housing	Lock change	\$35.00
2	BC Housing	Lock change	\$35.00
3	BC Housing	Repair Entry Door	\$45.00
4	BC Housing	June 2018 Rent	\$510.00

5	BC Housing	Extra cleaning	\$360.00
6	BC Housing	Debris removal	\$322.10
7	[Janitor Service]	Remove washing machines	\$270.00
8	[Janitor Service]	Pre-clean carpets	\$214.20
9	[builders' supply]	Supply doors	\$301.81
10	[Glass supplier]	Repair/replace screens	\$55.40
11	BC Hydro	June 6-14 hydro	\$11.83
		Total monetary order claim	\$2,160.34

#1 Lock Change → \$35.00

The Agent said that the first lock change occurred at the start of the tenancy. The Agent submitted a receipt indicating that this cost the Landlord \$35.00.

#2 Lock Change → \$35.00

The Agent said that the Tenant requested a lock change in February 2018. The Agent submitted a receipt indicating that this cost the Landlord \$35.00.

#3 Repair Entry Door → \$45.00

The Agent said that the Tenant advised the Landlord that the front entry door of the rental unit was damaged during a party in April 2018, and asked that it be repaired. The Agent submitted a receipt indicating that this cost the Landlord \$45.00.

#4 June 2018 Rent → \$510.00

The Agent advised that the Tenant did not pay rent in June 2018; therefore, the Landlord applied for compensation for this amount.

#5 Extra Cleaning → \$360.00

The Agent advised that after the Tenant moved out, and debris and other items were removed, the rental unit needed to be cleaned. The Agent said this took over 24 hours,

although the first six hours are allowed/authorized without cost; therefore, the Landlord bills the Tenant for 18 hours of work at \$20.00 per hour.

#6 Debris Removal → \$322.10

The Agent said that the debris removal took 15 hours at \$20.00 per hour, plus a disposal fee of \$22.10.

#7 Remove Washing Machines → \$270.00

The Agent said that the Tenant left behind two broken washers in the rental unit. She said it cost this much to remove and dispose of these appliances.

#8 Clean Carpets → \$214.20

The Agent said that the carpets were dirty and needed to be cleaned, but they did not need to be replaced. She said this is what it cost to clean the carpets throughout the rental unit.

#9 Supply Doors → \$301.81

The Agent said that the bathroom and one bedroom doors were broken, one bedroom door was missing, and all of the closet doors were broken. These included five doors and three sets of hinges. The Landlord's photographs of the condition of the rental unit at the end of the tenancy included shots of doors with portion of the panel crushed in.

The Landlord submitted an invoice from a national hardware supply store indicating that the replacement of four interior doors cost \$55.09 each for a total of \$220.36. Another slightly smaller door cost \$53.19. Further, three sets of hinges cost \$2.84 each for a total of \$8.52. The total on the invoice including tax was \$315.91. However, the Landlord did not include the GST when billing the client for these amounts.

The Agent's evidence was that the bathroom door was replaced in 2010, and the doors for the bedrooms were replaced in February 2017.

#10 Repair/Replace Screens → \$55.40

The Agent said that three of the window screens were broken and that they had been new at the start of the tenancy. She said they needed to be replaced, but the Landlord is charging the Tenant for the cost of just one screen.

#11 June 6-14 Hydro → \$11.83

The Agent said that the Tenant did not pay the electricity bill for this period or for June 14 to July 7, 2018; however, the Landlord is going to carry the latter cost.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Landlords' and tenants' rights and obligations for cleaning and repairs are set out in sections 32 and 37 of the Act. Section 32 states:

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit 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.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Section 37 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.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question. For example, if a landlord is claiming for carpet cleaning, a receipt from the carpet cleaning company should be provided in evidence.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures to a rental unit, a claim for damage and loss is based on the depreciated value of the item and **not** based on the replacement cost. This reflects the useful life of fixtures, such as carpets, countertops, doors, etc., which depreciate all the time through normal wear and tear.

RTB Rules of Procedure 6.6 sets out the burden of proof in such an application.

Rule 6.6 The standard of proof and onus of proof

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party.

#1 Lock Change → \$35.00

The Landlord said that the first lock change was at the start of the tenancy. However, section 25 of the Act states that at the start of a new tenancy, the landlord must:

- (a) rekey or otherwise alter the locks so that keys or other means of access given to the previous tenant do not give access to the rental unit, and
 - (b) pay all costs associated with the changes under paragraph (a).
- (2) If the landlord already complied with subsection (1) (a) and (b) at the end of the previous tenancy, the landlord need not do so again.

I find that the Landlord was responsible for this cost at the start of the tenancy. Accordingly, I find it inappropriate to award the Landlord recovery of this cost. I dismiss this claim without leave to reapply.

#2 Lock Change → \$35.00

According to the undisputed evidence before me, this lock change was done at the request of the Tenant; therefore, I find it reasonable for the Landlord to recover this cost. I award the Landlord **\$35.00** recovery for the cost of changing the lock at the Tenant's request.

#3 Repair Entry Door → \$45.00

As the undisputed evidence before me is that the Tenant admitted that the front door was damaged during a party, that she is, therefore, claiming responsibility for this cost. I, therefore, award the Landlord **\$45.00** for this repair claim.

#4 June 2018 Rent → \$510.00

Section 26 states that "a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent." The undisputed evidence is that the Tenant failed to pay rent in June 2018, despite living in the rental unit that month. There is no evidence before me that the Tenant had a right to deduct any of the rent in June 2018; therefore, I award the Landlord recovery of the unpaid rent in the amount of **\$510.00**.

#5 Extra Cleaning → \$360.00

Based on the Landlord's evidence in this matter, I find that the Tenant did not leave the rental unit reasonably clean, and undamaged at the end of the tenancy. As a result, I find that the Landlord had to bring the rental unit back to a reasonably clean state for the next tenant. I find that the hourly cleaning rate is consistent with standard rates, and a little on the low side of that.

The rental unit has three bedrooms, one bathroom, a kitchen, and living room; I, therefore, find it has at least six rooms, plus hallways. As a result, as the Landlord said it took approximately 24 hours to clean this rental unit, the Landlord spent approximately three and a half hours cleaning each room/area (although the Tenant was only charged for 18 hours). I note this does not include the work to remove debris throughout the rental unit, as that is covered in the next category. I find on a balance of probabilities that to bring a room to a reasonable state of cleanliness, it would take on average, closer to one and a half to two hours to clean each area of the rental unit. Accordingly, I

award the Landlord with 14 hours of cleaning time at a rate of \$20.00 per hour for a total award for this claim of **\$280.00**.

#6 Debris Removal → \$322.10

I find that the removal of debris throughout the rental unit would require the Landlord to use a truck to haul the debris. I find it would take time to collect the debris, load it on the truck, drive it to the dump, unload it at the dump, and drive back. I find it reasonable that this would have taken approximately 15 hours, as claimed by the Landlord. Accordingly, I award the Landlord **\$322.10** for the debris removal and disposal fee.

#7 Remove Washing Machines → \$270.00

I find on a balance of probabilities that this undisputed claim is reasonable; therefore, I award the Landlord compensation in the amount of **\$270.00**.

#8 Clean Carpets → \$214.20

I find that the Landlord minimized the cost in this regard, by choosing to clean the carpets, rather than replace them. I also find that this is a standard rate for a residence of this size. As a result, I award the Landlord with recovery of **\$214.20** for carpet cleaning.

#9 Supply Doors → \$301.81

Policy Guideline #40 ("PG #40") is a general guide for determining the useful life of building elements when determining damages. The useful life is the expected lifetime, or the acceptable period of use of an item under normal circumstances. If an arbitrator finds that a landlord makes repairs to a rental unit, due to damage caused by the tenant, the arbitrator may consider the age and useful life of the item at the time of replacement when calculating the tenant's responsibility for the cost of the replacement.

The Landlord's evidence was that the bathroom door was replaced in 2010, and the doors for the bedrooms were replaced in February 2017.

In PG #40, the useful life of a door is 20 years. The evidence before me is that the bathroom door was new in 2010, so it was approximately eight years old at the end of the tenancy and had 12 years or 60% of its useful life left. The CIR indicates that the door was in good condition at the start of the tenancy. The cost of the bathroom door, the hinge, and the PST comes to \$61.98. The Landlord is eligible to recover 60% of the

cost of this door or **\$37.19**, which I award to the Landlord.

The evidence before me is that the bedroom doors were new in February 2017; therefore, they were approximately 1½ years old at the end of the tenancy and had 18½ years or 92.5% of their useful life left. The CIR indicates that the bedroom doors were in good condition at the start of the tenancy, but that they had to be replaced at the end of the tenancy. The Landlord is eligible to recover 92.5% of the cost of these two doors or \$57.33 each for a total \$114.66 for the missing and damaged bedroom doors. I award the Landlord **\$114.66** for these doors.

The Agent said that the bedroom closet doors were broken and cost \$56.91 to replace, including PST. As these were 18½ years old at the end of the tenancy or had 92.5% of their useful life left, I, therefore, award the Landlord \$52.64 per closet door for a total of **\$105.28**.

As a result, I award the Landlord a total of **\$257.13** for this claim category.

#10 Repair/Replace Screens → \$55.40

The Landlord only charged the Tenant for the replacement of one of three screens damaged in the tenancy. As such, I find on a balance of probabilities that this undisputed claim is reasonable; therefore, I award the Landlord compensation in the amount of **\$55.40**.

#11 June 6-14 Hydro → \$11.83

I find on a balance of probabilities that this undisputed claim is reasonable; therefore, I award the Landlord compensation in the amount of **\$11.83**.

Summary

The Landlord is awarded the following amounts in this undisputed Application:

	Claim	Award
1	Lock change	\$0.00
2	Lock change	\$35.00
3	Repair Entry Door	\$45.00

4	June 2018 Rent	\$510.00
5	Extra cleaning	\$280.00
6	Debris removal	\$322.10
7	Remove washing machines	\$270.00
8	Pre-clean carpets	\$214.20
9	Supply doors	\$257.13
10	Repair/replace screens	\$55.40
11	June 6-14 hydro	\$11.83
	Total monetary order claim	\$2,000.66

The Landlord's claim for monetary compensation against the Tenant is successful in the amount of \$2,000.66, plus recovery of the \$100.00 Application filing fee for a total monetary order of **\$2,100.66**, pursuant to sections 67 and 72 of the Act.

Conclusion

The Landlord is successful in their claim for monetary compensation from the Tenant for damage, uncleanliness and debris left behind by the Tenant at the end of the tenancy.

I grant the Landlord a monetary order of **\$2,100.66** as compensation, including recovery of the \$100.00 Application filing fee. This Order must be served on the Tenant by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: February 3, 2020

Residential Tenancy Branch