



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MNRL MNDL FFL

### **Introduction**

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

- a monetary order for unpaid rent and for damage to the unit in the amount of \$1,480.50 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:46 pm in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 pm. The landlord's agent ("**JS**") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that JS and I were the only ones who had called into this teleconference.

JS testified she served that the tenants each with the notice of dispute resolution form and supporting evidence package via registered mail on December 4, 2019. She provided two Canada Post tracking numbers confirming these mailing which are reproduced on the cover of this decision. I find that the tenants are deemed served with these packages on December 9, 2019, five days after JS mailed them, in accordance with sections 88, 89, and 90 of the Act.

### **Issues to be Decided**

Is the landlord entitled to:

- 1) a monetary order for \$1,480.50; and
- 2) recover their filing fee;

## **Background and Evidence**

While I have considered the documentary evidence and the testimony of JS, not all details of her submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The parties entered into a written tenancy agreement starting October 30, 2017. Monthly rent was \$533 and is payable on the first of each month. The landlord did not require the tenants to pay any security deposit.

JS testified that the tenants did not pay rent for the month of October 2018.

JS testified that an agent of the landlord attended the rental unit on October 5, 2018, and observed the tenants moving their possessions into a moving truck. The tenants advised the landlord's agent that they were moving out that day, but that they would return to the rental unit on October 8, 2018 to conduct a move-out inspection.

JS testified that the landlord's agent returned to the rental unit on October 8, 2018, to conduct the inspection, but that the tenants did not return as indicated. The landlord's agent then posted a notice of final opportunity to do an inspection on the door of the rental unit, indicating the agent would return on October 12, 2018 to conduct the move-out inspection.

JS testified that the landlord's agent returned to the rental unit on October 12, 2018 to conduct the inspection, and that the tenants failed to attend. She testified the landlord's agent conducted the move-out condition inspection in the tenants' absence. The landlord submitted the move-out condition inspection report into evidence.

JS testified that the tenants failed to clean the rental unit before leaving. She testified that the cupboards were dirty, the bathroom was dirty, that the tenants had left many items throughout the house. The landlord submitted photos of the rental unit confirming this.

JS testified that the landlord hired cleaners to clean the rental unit. She testified they spent 21 hours cleaning the rental unit and charged the landlord \$50 per hour. The landlord submitted a Rental Unit Chargeback Cleaning form outlining the time spent and the work done. She testified that the landlord allows for four hours of cleaning a rental unit after a tenancy and does not charge for this. Accordingly, JS stated that 17 of the hours spent cleaning should be compensable.

JS testified that she believed the \$50 per hour charged by the cleaners to be excessive, and instead, the landlord claims compensation in the amount of \$30 per hour. The landlord submitted an invoice from the cleaning company for \$850 plus tax (17 hours x \$50). However, JS testified that the landlord seeks \$510 in compensation for the cleaning (17 hours x \$30).

At the hearing, JS testified that the landlord is not seeking compensation for damage to the walls of the rental unit, which it had claimed compensation for in its application for dispute resolution form.

In total, the landlord claims \$1,043 representing:

October rent	\$533
Cleaning costs	\$510
<b>Total</b>	<b>\$1,043</b>

## **Analysis**

Residential Tenancy Policy Guideline 16 sets out the criteria which are to be applied when determining whether compensation for a breach of the Act is due. It states:

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. 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.

(the “**Four-Part Test**”)

I find that the tenants were obligated to pay monthly rent in the amount of \$533. I accept JS’s undisputed testimony that the tenant failed to pay October 2018 rent. Accordingly, the landlord is entitled to a monetary order against the tenants for \$533.

Section 37(2) of the Act states:

### **Leaving the rental unit at the end of a tenancy**

37(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

Based on JS's undisputed testimony, and the documentary evidence submitted by the landlord, I find that the tenants left the rental unit in an unreasonably clean condition. This is a breach of section 37 of the Act. I find that the landlord incurred \$850 plus tax cleaning the rental unit, representing 21 hours work. However, the landlord is not seeking compensation for this full amount. It is seeking compensation for 17 hours work at a rate of \$30 per hour.

I find that such a rate and such an amount of work are reasonable, based on the evidence presented. I find that, by voluntarily reducing their claim, the landlord has acted reasonably to minimize their compensable damages.

Accordingly, I order that the tenants pay the landlord \$510 (17 hours x \$30 per hour).

As the landlord has been successful in its application, I order that the tenants pay the landlord the application filing fee (\$100.00).

### **Conclusion**

Pursuant to sections 67 and 72 of the Act, I order that the tenants pay the landlord \$1,143, representing the following:

October rent	\$533
Cleaning costs	\$510
Filing fee	\$100
<b>Total</b>	<b>\$1,143</b>

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: April 28, 2020

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Residential Tenancy Branch