



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 2 Baker Developments Ltd  
and [tenant name suppressed to protect  
privacy]

## **DECISION**

**Dispute Codes:** MND, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover loss of income and for the cost of cleaning, repair and for the filing fee.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenants were assisted by an agent. The corporate landlord was represented by their agents.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's application for dispute resolution and evidence package. The tenant said that she had sent her evidence package to the landlord by regular mail. The landlord testified that she did not receive any evidence from the tenant. Accordingly, the documents filed into evidence by the tenant were not used in the making of this decision. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the landlord entitled to a monetary order?

### **Background and Evidence**

The background facts are generally undisputed. The parties agreed that the tenancy started on January 05, 2018 and ended on November 29, 2019. The monthly rent at the end of tenancy was \$870.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$425.00.

A copy of the move in and move out inspection report was filed into evidence. The report along with the photographs indicate that the walls were covered with a black greasy type substance. The landlord stated a hole was drilled into a window frame extending to the outside. The landlord alleged that it appeared that the tenants had a commercial type kitchen with added ventilation. The landlord stated that the cabinet doors were also covered in the same greasy sticky substance that would not come off easily. The landlord hired cleaners who used chemicals to remove the sticky greasy substance from all surfaces in the rental unit.

The landlord stated that the walls had to be repainted after undergoing the treatment for cleaning. The landlord testified that one year prior to this tenancy the unit was fully renovated and the move in inspection confirms that there were no discrepancies at the start of tenancy.

The tenant denied having caused any damage to the rental unit and stated that the black substance was caused by the smoking of the occupants from the unit below. The landlord stated that she visited the unit below and it did not have any such soot like greasy markings on the walls or other surfaces of the rental unit.

The landlord filed an invoice to support her claim for the cost of cleaning and repair. The landlord also stated that she was unable to rent the unit for two weeks while the work was in progress and is claiming a loss of income incurred

During the hearing the landlord agreed to drop her claim for the loss of income suffered and to also drop \$50.00 from the remainder of the claim for a hinge that was missing from rental unit.

The landlord is claiming \$3,766.50 for the cost of cleaning, repairs and painting plus \$100.00 for the recovery of the filing fee for a total of \$3,866.50.

### **Analysis**

Based on the sworn testimony of both parties and the documents and photographs filed into evidence by the landlord, I find on a balance of probabilities that it is more likely than not that the sticky greasy substance on all the surfaces of the rental unit resulted from a buildup of cooking emissions over time.

I further find that the landlord has proven her monetary claim in the amount of \$3,766.50. Since the landlord has proven her claim, I award her the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$3,866.50. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,441.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order in the amount of \$3,441.50

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: May 15, 2020

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Residential Tenancy Branch