



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on September 16, 2021, in accordance with Section 89.

The landlord also testified that Canada Post tracking information confirmed the female tenant received the hearing and evidence package on October 2, 2021; and the male tenant received it on November 2, 2021.

Based on the undisputed testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage to and cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

In her Application for Dispute Resolution the landlord wrote the tenancy began January 1, 2021 for a monthly rent of \$1,500.00 due on the first of each month with a security deposit of \$750.00 paid. She also noted the tenancy ended on July 31, 2021.

The landlord seeks compensation for the condition of the rental unit at the end of the tenancy in the amount of \$1,850.00. In her application the landlord broke down the claim as follows:

Description	Amount
Outside Garbage	\$150.00
Septic Blockage	\$500.00
Drywall Repair	\$200.00
Cleaning	\$1,000.00
Total	\$1,850.00

During the hearing, the landlord confirmed that the septic issue was resolved at no cost and as such, she reduced her claim by \$500.00 to a total claim of \$1,350.00. The landlord also submitted that she had her cleaner completed both the interior cleaning and the cleaning of the outside garbage for a total of \$1,050.00 (26 hours at \$40.00 per hour) instead of the two individual charges totaling \$1,150.00. This then reduces her claim by an additional \$100.00 to \$1,250.00.

In support of her claim the landlord provided a Condition Inspection Report (CIR) recording the condition of the rental unit at both the start and end of the tenancy and several photographs of the condition at the end of the tenancy.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* stipulates that 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, and
- b) Give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the undisputed documentary and testimonial evidence from the landlord I am satisfied that the tenants failed to comply with the requirements set forth in Section 37 of

the *Act*. Specifically, I find the tenants failed to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I also accept that as a result of the tenants' failure to comply with Section 37, the landlord has suffered a loss. While the landlord has not provided documentary support for the value of the costs involved in cleaning the rental unit or repairing the drywall, I find, based on the photographic evidence that it is reasonable that the cleaning required would take at least the length claimed (26 hours).

However, as there is no evidence of the actual hourly rate the landlord was charged, I grant the landlord \$650.00 for cleaning and drywall repairs based on an hourly rate of \$25.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$750.00** comprised of \$650.00 compensation owed and the \$100.00 fee paid by the landlord for this application. I order the landlord may deduct the security deposit and interest held in the amount of \$750.00 in satisfaction of this claim.

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: March 11, 2022

Residential Tenancy Branch