



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNRL-S FFL

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlords attended the teleconference hearing and gave affirmed testimony. During the hearing the landlords were given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated March 23, 2022 (Notice of Hearing), application and documentary evidence (Hearing Package) were considered. The landlords testified that the Hearing Package were served on each tenant by email based on the Substitute Service (Sub-Service Order) granted to the landlord dated April 11, 2022. Section 44 of the Regulation states that documents served by email are deemed served 3 days after they are mailed. The landlords testified that both tenants were served with the Hearing Package on April 12, 2022 and that on April 20, 2022 tenant KMB responded to the email from the landlords. Given the above, I find the tenants were deemed served with the Hearing Package as of April 15, 2022. Given the above, I find this application to be unopposed by the tenants as I find the tenants was deemed served and did not attend the hearing.

The hearing proceeded without the tenants present pursuant to Residential Tenancy Branch (RTB) Rules of Procedure (Rule) 7.3, which address the consequences for failing to attend a dispute resolution hearing.

Preliminary and Procedural Matters

The landlords confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. The decision will be emailed to the tenants based on the email addresses confirmed for the tenants during the hearing and of which are on the application.

In addition to the above, the landlords confirmed that they were no longer requesting to retain the tenant's security deposit as the tenants failed to attend the outgoing Condition Inspection scheduled for January 30, 2022. In addition, the landlords testified that the tenants have not served the landlords with their written forwarding address since vacating the rental unit on January 29, 2022. As a result, I will not consider the security deposit further in this decision.

Issues to be Decided

- Are the landlords entitled to a monetary order under the Act, and if so, in what amount?
- If yes, are the landlords entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on November 15, 2021 and was scheduled to convert to a month-to-month tenancy as of November 14, 2022. The tenancy ended on January 29, 2022, when the tenants vacated the rental unit. Monthly rent was \$3,300 per month and was due on the first day of each month.

The landlords' monetary claim of \$5,665.11, which actually totals \$5,643.73 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. January 2022 balance rent owing	\$3,100
2. Tenants' portion of BC Hydro utility bill	\$36.86

3. Vinyl/laminate flooring repair	\$278.25
4. Repair bedframes, coffee tables and ensuite vanity countertop	\$528.62
5. Cleaning (2 cleaners @ \$25 per hour each) x 15 hours each, comprised of (\$25x 2 = \$50 for 2 cleaners) x (16 hours for each cleaner = 32 hours) = \$1,600	\$1,600
6. Filing fee	\$100
TOTAL	\$5,643.73

Regarding items 1 and 2, the landlords testified that the tenants failed to pay rent for January 2022. In addition, the landlords presented a BC Hydro utility bill in the amount of \$236.86. The landlords testified that the tenancy agreement indicates that the tenants are responsible for any amount higher than \$200 per billing cycle, which is every 2 months. The bill before me was for the date range of November 11, 2021, to January 11, 2022.

Regarding item 3, the landlords have claimed \$278.25 to repair a discoloured portion of the vinyl/laminate flooring in the kitchen. The landlords presented both a photo of the damaged vinyl/laminate flooring and an invoice for the amount claimed, which includes tax. The photo shows the discoloured flooring.

Regarding item 4, the landlords have claimed \$528.62 to repair two burned bedframes, water-damaged coffee tables and ensuite vanity countertop. The landlords testified that the tenants placed two bedframes with fabric-covered bed rails too close to the baseboard heaters, causing discolouration and burned marks as shown in the photo evidence. Submitted in evidence by the landlords is an emailed quote from a furniture store indicating that each bed rail would be \$150 if the landlords had extra matching fabric, which the landlords confirmed they purchased them 4 years before the end of the tenancy. The landlords indicate in their monetary spreadsheet submitted in evidence that \$150 times 2 beds would be \$300 and it would cost \$250 at \$50 per metre to replace the fabric; however, the fabric has been discontinued according to the landlords. Replacement cost submitted would be \$979 per bed before tax as the same furniture store the beds were purchased at 4 years prior.

The landlords also provided photos of water-damaged coffee tables, which appear to have been damaged by not using coasters on the wooden surface of the coffee tables. There are at least 8 damaged areas shown in one photo, and another 7 damaged areas in the photo of the second coffee table. In the monetary spreadsheet, the landlords

indicate that these two coffee tables are incorporated in the 32 hours of cleaning being claimed in item 5, which I will address in the next item.

In terms of damage to the ensuite vanity countertops, the landlords testified that there was a burn mark from the tenants. The landlords stated that they made many attempts to clean/polish out the burn mark but were unsuccessful. The landlords confirmed that they do not have the funds to repair the countertops until they receive money for repairs from the tenants.

Regarding item 5, the landlords have claimed \$1,600 for 32 hours, which is comprised of 16 hours per cleaner, with two cleaners charging \$25 per hour each (\$50 per hour combined). Submitted in evidence was a summary of deep cleaning of the following:

Summary of deep cleaning

- *cat feces/vomit removal from floors in all area of the condo, along with loose cat litter throughout unit, disinfecting of floors after clean up, vacuuming and floor washing.
 - *kitchen required all appliances to be cleaned, oven, microwave, stovetop, fridge/freezer (which required removal of food)
 - *scrubbing of backsplash tile and grout
 - *all cupboards cleaned inside and out
 - *all contents of kitchen, small appliances, dinnerware, cutlery, cookware had to be washed
 - *bathrooms required removal of personal items, thorough scrubbing of heavy soap scum etc disinfecting entirety of bathrooms, toilets, vanities, sinks floors fixtures and walls
 - *living room required the sofa, love seat and area rug to be vacuumed and upholstery deep cleaned, all had cat hair, and cat litter on them as well as smelled of cigarette smoke, had to remove allergins.
 - *all walls had to scrubbed, all had spills and splash marks on them
 - *all light fixtures cleaned
 - *washed all windows
 - *all linens had to be washed, 10 loads of laundry in total
 - *disposal of garbage, broken electronic items left behind (TV, curling iron, hair drier, electrical cords)
- [reproduced as written]

The landlords presented many colour photos in support of their statement reproduced above. The landlords testified that they used the average cleaner rate for two cleaners being \$50 per hour (\$25 per cleaner) and then multiplied by 32 hours (two cleaners at 16 hours each) for a total estimate of \$1,600.

The landlords also write that the coffee tables were stained beyond cleaning, despite coaster being provided. As a result, the landlords sanded and re-varnished themselves

as they already had the materials to complete the work required. The time spent on the coffee is part of the \$1,600 claim for cleaning.

In addition to the above, I have reviewed the Condition Inspection Report (CIR), which confirms the state of the rental unit at the start of the tenancy and at the end of the tenancy. I find the CIR is consistent with the landlords' claim.

Analysis

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

As the tenants were served with the Hearing Package and did not attend the hearing, and as noted above, I consider this matter to be unopposed by the tenants. As a result, I find the landlords' application is fully successful in the amount of **\$5,643.73**, which includes the recovery of the cost of the filing fee pursuant to section 72 of the Act in the amount of \$100.00 as the landlords' application is successful. I have considered the undisputed testimony of the landlords and that the application was unopposed by the tenants.

In addition, I find the tenants breached section 26 of the Act by failing to pay rent as claimed by the landlords. I also find the tenants breached section 37(2)(a) of the Act which applies and 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,
[emphasis added]

I have reached this finding by reviewing the CIR, photo evidence and accept the testimony of the landlords that the rental unit required the amount of cleaning described above for item 5. Given the breaches of the Act by the tenants I do not apply useful lifespan of building elements as I agree with the landlords that the damages exceed normal wear and tear.

Given the above, I grant the landlords a monetary order pursuant to section 67 of the Act, for the amount owing by the tenant to the landlord of **\$5,643.73**.

I caution the tenants to comply with sections 26 and 37(2)(b) of the Act in the future.

Conclusion

The landlord's application is fully successful.

The landlord has been granted a monetary order pursuant to section 67 of the Act, in the amount owing of \$5,643.73. The landlords must serve the tenants with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision will be emailed to all parties.

The monetary order will be emailed to the landlords only for service on the tenants. Should the landlords require enforcement of the monetary order, the order must be first served on the tenants with a demand for payment letter, and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The tenants are cautioned that they can be held liable for all costs related to enforcement including court costs.

The tenants have been cautioned as noted above.

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: December 5, 2022

Residential Tenancy Branch