



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order for unpaid rent or utilities, for damage to the unit, site or property, and to recover the filing fee.

An agent for the landlord (the "agent") and a property manager for the landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agent and the property manager were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The agent testified that the Notice was served on the tenant by registered mail on March 5, 2013. The agent provided a registered mail tracking number as evidence and confirmed that the name and address matched the name of the tenant and the forwarding address for the tenant which the agent testified was received on January 10, 2013, through an information sharing agreement with the Ministry for Social Development. Documents sent by registered mail are deemed served five days after mailing under the *Act*. According to the agent, the package, which included evidence, was signed for and accepted on March 15, 2013. I find that the tenant was sufficiently served with the Notice and evidence under the *Act*.

Issue to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

The landlord submitted a copy of the tenancy agreement in evidence. A month to month tenancy agreement began on September 1, 2008. The tenant was not required to pay a security deposit at the start of the tenancy. The tenant's portion of the rent was initially \$394.00 and was increased over the course of the tenancy to \$555.00 per month.

On June 30, 2011, the tenant provided written notice to the landlord that she would be vacating the rental unit on July 31, 2011, which the landlord accepted. The tenant did not remove all of her personal belongings until August 25, 2011, resulting in the tenant overholding the rental unit beyond the effective date of her written notice.

The landlord is seeking the following monetary compensation under the *Act*:

Item 1 - 25 days of overholding the rental unit after credit of \$6.08 remaining in tenant's ledger	\$441.42
Item 2 - Extra cleaning to clean the rental unit	\$420.00
Item 3 - Removal of garbage and other debris	\$77.30
Item 4 - Carpet cleaning	\$56.00
Item 5 - Door repair and passage door key lock change	\$58.60
TOTAL	\$1,053.32

Item 1

The agent stated that due to the tenant failing to vacate the rental unit by July 31, 2011, the landlord suffered a loss as the tenant did not remove her personal items until August 25, 2011. The landlord is claiming 25 days of overholding in the amount of \$441.42 calculated as follows:

Monthly rent of \$555.00 divided by 31 days in August=	\$17.90 per day rate
\$17.90 daily rent rate multiplied by 25 days in August 2011=	\$447.50
\$447.50 less tenant's account ledger credit of \$6.08=	\$441.42

Item 2

The landlord has claimed \$420.00 for extra cleaning required to clean the rental unit and submitted photos to support that the rental unit was not left in a reasonably clean condition at the end of the tenancy. The agent stated that although they spent 28 hours to clean the rental unit, the agent is only claiming for 15 hours of cleaning. The invoice submitted showed 28 hours of cleaning at \$25.00 per hour. 15 hours at \$25.00 per hour totals \$375.00, plus taxes, for a total of \$420.00.

Item 3

The landlord has claimed \$77.30 for garbage and debris removal. The landlord submitted photos in evidence supporting that three large garbage bags, and a discarded couch were left in the rental unit. An invoice submitted in evidence supports the amount being claimed, which the agent stated was comprised of a \$4.50 disposal fee for the couch, and one hour of labour at \$65.00 per hour plus taxes.

Item 4

The landlord has claimed \$56.00 for carpet cleaning. The agent testified that the tenant failed to have the carpets cleaned prior to vacating the rental unit. The move-out condition inspection report supports that the carpets were in need of cleaning. An invoice submitted in evidence supports the amount being claimed. The invoice was from a carpet cleaning company.

Item 5

The landlord has claimed \$58.60 to repair an interior door of the rental unit, and for a passage door key lock change. The repair to the interior door is comprised of \$45.00 to repair a bi-fold door which took 1.5 hours of labour to repair the bi-fold door at \$30.00 per hour. The passage door key lock change was \$13.60 for parts only, as labour was not being charged to replace the passage door key lock. The landlord submitted in invoice supporting the amount being claimed of \$58.60. The move-out condition inspection report supports that the door key lock required a charge to change.

The landlord submitted invoices, move-in and move-out condition inspection reports, tenancy agreement, list of evidence, and a copy of the tenant's ledger in evidence.

Analysis

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

Item 1– The agent stated that due to the tenant failing to vacate the rental unit by July 31, 2011, the landlord suffered a loss as the tenant did not remove her personal items until August 25, 2011. The landlord is claiming 25 days of overholding in the amount of \$441.42 which was described above. **I find** that the landlord has met the burden of proof and is entitled to \$441.42 as the tenant was overholding in the rental unit until August 25, 2011. The tenant provided written notice to the landlord indicated that she would be vacating the rental unit by July 31, 2011, however, the tenant failed to do so by leaving her personal items in the rental unit until August 25, 2011.

Item 2 – The landlord has claimed \$420.00 for extra cleaning required to clean the rental unit. Photo evidence supports that the tenant did not leave the rental unit in a reasonably clean condition upon vacating the rental unit. Therefore, **I find** the tenant breached section 37 of the *Act* which requires that the tenant leave the rental unit in a reasonably clean condition and undamaged except for reasonable wear and tear.

The invoice submitted in evidence supports that 28 hours were spent cleaning the rental unit, however, the agent stated that they are only claiming for 15 hours at \$25.00 plus tax of a total of \$420.00. Based on the above, **I find** that the landlord has met the burden of proof and is entitled to \$420.00 for general cleaning to the rental unit.

Item 3 – The landlord has claimed \$77.30 for garbage and debris removal. Photos submitted in evidence support that three large garbage bags and a discarded couch were left in the rental unit. The invoice the amount of \$77.30 comprised of a \$4.50 disposal fee for the couch, and one hour of labour at \$65.00 per hour plus taxes. Based on the above, **I find** that the landlord has met the burden of proof and is entitled to \$77.30 for garbage and debris removal.

Item 4 – The landlord has claimed \$56.00 for carpet cleaning. The agent testified that the tenant failed to have the carpets cleaned prior to vacating the rental unit. The move-out condition inspection report supports that the carpets were in need of cleaning. An invoice from a carpet cleaning company submitted in evidence supports the \$56.00 charge. Residential Tenancy Branch Policy Guideline #1 – Landlord & Tenant – Responsibility of Residential Premises states that generally, a tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. This tenancy exceeded one year. As a result, **I find** the tenant was responsible to have

the carpets cleaned, which the landlord stated the tenant failed to do. Therefore, **I find** the landlord has met the burden of proof is entitled to \$56.00 for carpet cleaning which the tenant failed to do prior to vacating the rental unit.

Item 5 – The landlord has claimed \$58.60 comprised of \$45.00 to repair a bi-fold door, and \$13.60 to change a passage door lock set. The landlord submitted in invoice supporting the amount being claimed of \$58.60. The condition inspection report supports that the bi-fold door was damaged and that the passage door lock had to be rekeyed by change the door lock set. Based on the above, **I find** that the landlord has met the burden of proof and is entitled to \$58.60 for this portion of their claim.

As the landlord's application had merit, **I grant** the landlord the recovery of the filing fee of **\$50.00**.

I find that the landlord has established a total monetary claim in the amount of **\$1,103.32** pursuant to section 67 comprised of **\$1,053.32** for items 1 through 5, and \$50.00 for the filing fee.

I grant the landlord a monetary order under section 67 in the amount of **\$1,103.32**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

I find that the landlord has established a total monetary claim in the amount of \$1,103.32. This order must be served on the tenant 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: June 10, 2013

Residential Tenancy Branch