



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent or utilities; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants' security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

The tenants and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The tenants confirmed receipt of the first part of the evidence. The landlord provided Canada Post Tracking information showing the rest of the documentary evidence was sent by registered mail on December 18, 2014. The tenants were deemed to be served the landlord's evidence package on the fifth day after it was mailed as per section 90(a) of the *Act*. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid utilities?
Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord permitted to keep all or part of the security deposit?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The parties agreed that this month to month tenancy started on December 01, 2013. The tenancy ended on May 31, 2014. Rent for this unit was \$1,130.00 plus 30 percent of utilities per month and was due on the first of each month. The tenants paid a security deposit of \$565.00 and a pet deposit of \$565.00 on November 22, 2013. The pet deposit has since been returned to the tenants.

The landlord testified that:

- The tenants attended the move in and move out inspection of the rental unit but refused to sign the move out inspection report.
- The tenants provided a forwarding address in writing which was sent to the landlord by mail on July 02, 2014.
- The tenants failed to pay the hydro bills and a total amount of \$134.02 is outstanding. A written demand for payment was sent to the tenants with the bills in the landlord's evidence package.
- The tenants were provided a detailed cleaning guide and charges that would be applied if cleaning was not done.
- The tenants failed to leave the rental unit in a reasonable clean condition. The landlord refers to the move out report which indicates the areas that required

cleaning, photographic evidence and a letter from a witness to the inspection who has detailed areas that required cleaning.

- The landlord seeks to recover \$312.00 for cleaning the unit with her mother for 12.5 hours at \$25.00 per hour. The landlord refers to the detailed invoice depicting the hours spent traveling to the unit, unloading equipment and cleaning.
- The tenants left damage in the drywall. They had attempted to fill three finger sized holes but this had to be redone. The tenants had also covered an electrical outlet with putty which had to be removed and the drywall repaired. Sanded, primed and painted. This took 8.5 hours at \$20.00 an hour. The landlord seeks to recover \$170.00.
- The tenants left five light bulbs burnt out. The landlord had to replace these and seeks to recover \$7.62.
- The landlord seeks an Order to be permitted to keep the security deposit of \$565.00 and seeks a monetary Order for the balance including the \$50.00 filing fee.

The tenants testified that:

- They do not dispute the hydro bills of \$134.02.
- The cleaning was done by the tenants, the landlord is a perfectionist and put a check mark on the move out report and then wrote comments over this saying areas of the unit were dirty. The floors were cleaned, the cleaning check list was followed, everything was left clean with the exception of the oven and the tenants spent over 20 hours cleaning the unit. The landlord made some comments about the microwave and shower being dirty and so the tenants cleaned these again at the inspection. If areas were missed it could not have taken the landlord that long to clean.
- The landlord's travel time for her and her mother should not be included in the cleaning hours as they travelled together to the unit. The tenants should not be charged the time it took for the landlord and her mother to unload tools to clean.
- There is no date on the drywall invoice.

- The landlord's witness is another tenant of the landlords and therefore could be biased.
- The outside light bulb had blown but the tenants could not change the bulb due to the design of the light fixture. There were not four other blown light bulbs in the unit.
- The tenant did patch and paint over the electrical box but did not know it was an electrical box at the time and thought it was unfinished drywall.

The landlord testified that:

- When a check mark is used on the condition inspection report it shows there is damage in that area.
- The travel time and unloading time was time spent for two people to do the work and this is why is included in the hourly rate for the landlord and the landlord's mother.
- The drywall was done two weeks after the new tenant moved in as the landlord had been trying to get contractors to come and do the work. As the work was too small, contractors would not come out, but did provide quotes between \$464.00 and \$275.00 or \$58.00 an hour.
- The landlord's witness was not another tenant the witness's mother owns the other half of the duplex.

The landlord asked the tenant about when they were at the unit on May 31 and loading boxes into their car. Did the tenants say they had already moved their stuff out prior to this. The tenant JB responded that they had some personal items and cleaning items still in the unit because they went back to clean.

The tenant SC asked the landlord if the landlord's mother uses a walker and does she need assistance to walk. The landlord responded not at this time but she uses a cane. The landlord testified that her mother was a professional cleaner and just because she uses a cane does not mean she can't help to clean.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. With regard to the landlord's claim to recover unpaid utilities; the tenants do not dispute this section of the landlord's claim. I therefore find in favor of the landlord's claim to recover **\$134.02** from the tenants.

With regard to the landlord's claim for cleaning; under the *Act* a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. I am satisfied that there were areas of the unit which did require cleaning by the landlord as shown in the landlord's photographic evidence, move out report and statement from the witness attending the move out inspection. I further find the landlord is entitled to charge a tenant for their time and labour of doing the cleaning in the unit and therefore I uphold the landlord's claim to recover the costs itemized on their invoice of **\$312.00**.

With regard to the landlord's claim for repair to the drywall; I am satisfied from the evidence presented that there was damage left to the drywall and that the patch the tenants made over the electrical box had to be removed and repairs made. Consequently, I find in favor of the landlord's claim to recover costs for their time and labour of **\$170.00**.

With regard to the landlord's claim to recover costs to replace light bulbs; tenants are responsible to replace any burnt out light bulbs in the unit at the end of the tenancy. I am satisfied from the evidence presented that a number of light bulbs were left burnt out after the tenants had vacated. I therefore find in favor of the landlord's claim to recover the amount of **\$7.62**.

I Order the landlord to retain the security deposit of **\$565.00** in partial satisfaction of their claim pursuant to s. 38(4)(b) of the *Act*. I further find as the landlord's claim has merit that the landlord is entitled to recover the **\$50.00** filing fee from the tenants

pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the balance due as follows:

Unpaid utilities	\$134.02
Cleaning	\$312.00
Drywall repairs	\$170.00
Light bulbs	\$7.62
Subtotal	\$623.64
Plus filing fee	\$50.00
Less security deposit	(-\$565.00)
Total amount due to the landlord	\$108.64

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$108.64** pursuant to s. 67 and 72(1) of the *Act*. The Order must be served on the respondents. If the respondents fail to pay the Order, the Order is enforceable through the Provincial Court as an Order of that Court.

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: January 13, 2015

Residential Tenancy Branch

