



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail to the tenant on November 21, 2014, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on September 26, 2010 and ended on September 30, 2013.

The landlord testified that the tenant made no attempt to clean the rental unit at the end of the tenancy and left a significant amount of garbage and discarded items in the rental unit. The landlord provided an invoice showing that they paid \$116.35 to have the items removed from the unit and seeks to recover this cost. The landlord further testified that during the tenancy, the tenant left garbage on the residential property which had to be removed and for which she did not reimburse the landlord. The landlord provided an invoice showing that they paid \$31.50 to have the items removed and seeks to recover this cost as well.

The landlord testified that during the tenancy, the tenant lost her key and asked for it to be replaced. She failed to pay the landlord the \$25.00 cost of this service and the landlord seeks to recover this cost.

The landlord testified that the tenant failed to clean the carpet at the end of the tenancy and left it extremely soiled. The landlord seeks to recover the \$115.50 spent to clean the carpet and provided an invoice to show the cost incurred.

The landlord testified that their employees spent 15 hours cleaning the rental unit at the end of the tenancy and seeks to recover the value of 11 hours of that cleaning at a rate of \$20.00 per hour. The landlord provided a copy of the condition inspection report showing that the unit was not cleaned at the end of the tenancy.

The landlord seeks to recover the cost of the filing fee paid to bring this application.

Analysis

I accept the landlord's undisputed testimony.

I find that the tenant was responsible for the cost of removing garbage during the tenancy and is liable for the \$31.50 of removing that garbage. I further find that the tenant failed to remove all garbage and items from the rental unit at the end of the tenancy and I find that the tenant is responsible for the \$116.35 cost of removing those items. I award the landlord \$147.85 as the cost of removing garbage.

I find that the tenant requested a key replacement during the tenancy and I find that pursuant to section 7(a) of the *Residential Tenancy Regulation* that the landlord is entitled to charge a fee for replacing keys. I award the landlord \$25.00.

I find that the tenant failed to clean the carpet at the end of the tenancy and left the carpet in a soiled condition. I find that the landlord had to clean the carpet as a result and I find that the tenant should be held responsible for the cost of that cleaning. I award the landlord \$115.50.

I find that the tenant failed to adequately clean the rental unit at the end of the tenancy as evidenced by the condition inspection report. I find the landlord's cleaning claim to be reasonable and necessary and I award the landlord \$220.00.

As the landlord has been successful in their claim, I find they should recover the filing fee and I award them \$50.00.

The landlord has been successful as follows:

Garbage removal	\$147.85
Key replacement	\$ 25.00
Carpet cleaning	\$115.50
Cleaning	\$220.00
Filing fee	\$ 50.00
Total:	\$558.35

I grant the landlord a monetary order under section 67 for \$558.35. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is awarded \$558.35.

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: June 23, 2015

Residential Tenancy Branch

