



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNR, O

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord. Both files were heard together.

The tenant's application is a request for a monetary order for \$1500.00.

The landlord's application is a request for a monetary order for \$4686.50.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

Issue(s) to be Decided

The issues are whether or not the landlord or the tenant has established monetary claim against the other, and if so in what amount.

Background and Evidence

The tenant testified that during the tenancy they had a problem with the furnace and the landlord refused to do anything and as a result they had to get the furnace repaired, at a cost of \$1500.00.

The tenant further testified that at the time they did not have the money to pay for the furnace repair and therefore her brother-in-law had paid for the repair and they had paid him back in cash. She further stated that it was very difficult for them to save up the money; however they eventually paid him the full \$1200.00.

The landlord testified that at no time did the tenants ever request a repair to the furnace, and in fact the tenants deducted money from the rent on one occasion stating that they had the furnace repaired.

The landlord further testified that the tenant has never supplied him a copy of this invoice stating there was a furnace repair.

Landlord further testified that the tenants vacated the rental unit without giving any notice whatsoever, and as a result he lost the full May 2015 rent of \$600.00.

The landlord further testified that the rental unit was left in need of significant cleaning and an extensive amount of junk was left both inside and outside the rental property.

The landlord further stated that they have not remove the junk from inside the property yet, however they have an estimate of \$1200.00 from a handyman to remove that junk.

The Landlord further stated that, because they were getting notices from the city, they did cleanup the exterior of the property and although the original estimate was for \$2026.50, the actual cost turned out to be \$1925.40.

The Landlord further testified that the estimate to remove the junk from the interior of the house did not include cleaning and therefore his sister has given them a quote of \$800.00 to clean the interior of the house. She estimates it will take two persons 16 hours cleaning time at \$25.00 per person, per hour.

In response to the landlord's testimony the tenant testified that she had only verbally requested the landlord repair the furnace, and that she had never given them any written request to do any repairs to the furnace.

The tenant also testified that she did not give the landlord a copy of the furnace repair invoice that she supplied to the Residential Tenancy Branch.

The tenant further testified that she did move out of the rental unit without giving any notice, and without doing any cleaning as she was fed up with the landlord's failure to ever do any repairs to the rental unit.

Analysis

It is my finding that the tenant has not met the burden of proving that they ever requested that the landlord repair the furnace in the rental property, nor have they met the burden of proving that they paid for repair to the furnace in the rental property.

The tenant claims that her brother-in-law paid for the repair to the furnace and that they paid cash to the brother-in-law, however the invoice she provided to the Residential Tenancy Branch has a section on it that states "hasn't paid" and the tenant could not explain why that section was written on the invoice. Further, since the tenant has failed to supply a copy of this invoice to the landlord I am unwilling to accept it as evidence towards the tenants claim.

Further, the tenant seemed unable to keep her testimony straight when speaking of the furnace repair, on one occasion stating that the repair was \$1500.00, and then on two further occasions stating that it was \$1200.00.

I therefore deny the tenants request for an order for the landlord to pay \$1500.00 for an alleged furnace repair.

The tenant has admitted that they did not give the landlord any Notice to End Tenancy, and therefore I will allow the landlords claim for lost rental revenue for the month of May 2015.

It is also my finding that the landlord has shown that the tenants left a significant amount of junk both in and outside the rental unit, and left the rental unit in need of significant cleaning and therefore I will allow a portion of the landlords claim for junk removal and cleaning.

Section 32 of the Residential Tenancy Act states:

32 (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

In this case the tenants completely failed to comply with their obligations under section 32 of the Residential Tenancy Act.

As far as the junk removal from the interior of the house is concerned, since the landlord has only supplied one estimate for the removal of that junk, and that estimate has not even been signed, I am not willing to allow the amount claimed. It's obvious from the photo evidence that there is a significant amount of junk to be removed however, and therefore I will allow 50% of the amount claimed. The Landlord is claimed \$1260.00 and therefore I will allow \$630.00.

As far as the junk removal from the exterior of the premises is concerned, the landlord stated that this work has been done and claims that a cost a total of \$1925.40, however the landlord

has provided no evidence to support this claim, other than the original estimate. I therefore again will only allow 50% of the amount claimed. The amount I allow therefore is \$962.70.

As far as the claim for interior cleaning is concerned, again since the landlord has only provided one estimate I will only allow 50% of the amount claimed. I therefore allow \$400.00 for cleaning the interior the rental unit.

And therefore the total amount of the landlords claim I have allowed is as follows:

May 2015 lost rental revenue	\$600.00
Interior junk removal	\$630.00
Exterior junk removal	\$962.70
Interior housecleaning	\$400.00
Total	\$2592.70

Conclusion

The tenant's application is dismissed in full without leave to reapply.

I have allowed \$2592.70 of the landlord's application and have issued a monetary order for the tenants to pay that amount to the landlord. The remainder of the landlord's claim is dismissed without leave to reapply

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: October 13, 2015

Residential Tenancy Branch

