



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes:

MND, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the Landlord's application for an early end to tenancy; a monetary Order for unpaid rent; a monetary Order for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement, a monetary Order for damage to the rental unit; to retain all or part of the security deposit paid in relation to this tenancy; and to recover the cost of filing this Application for Dispute Resolution from the Landlord. At the beginning of the hearing the Agent for the Landlord withdrew the application for an early end to tenancy.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to both Tenants via registered mail at the address noted on the Application, on September 19, 2008. Both tracking numbers were provided. The Canada Post website shows the mail was returned to the sender on October 09, 2008. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenants did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; for a monetary order for unpaid rent; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord stated that the Tenants were required to pay monthly rent of \$1060.00 and that a security deposit of \$497.50 was paid in relation to this tenancy on March 31, 2005. The Agent for the Landlord stated that the Tenants vacated the rental

unit on September 26th or 27th of 2008. She stated that none of the rent for September of 2008 was paid.

The Agent for the Landlord stated that evidence in support of her monetary claims were submitted, however I was unable to find this evidence at the conclusion of the hearing.

The Landlord is seeking compensation, in the amount of \$150.00 for cleaning the rental unit. The Agent for the Landlord stated that the rental unit was not properly cleaned at the end of the tenancy, and therefore required cleaning.

The Landlord is seeking compensation, in the amount of \$280.00, for cleaning the carpet. The Agent for the Landlord stated that the carpet was so dirty that it had to be cleaned three times.

The Landlord is seeking compensation, in the amount of \$105.00, for garbage removal. The Agent for the Landlord stated that the Tenants left furniture behind, and that the Landlord paid \$105.00 to have it hauled to the dump.

The Landlord is seeking compensation, in the amount of \$371.94, to repair and paint walls in the rental unit. The Agent for the Landlord stated that the walls needed to be painted and repaired because the Tenants had made several large holes in the wall. The Agent stated that the Landlord paid \$131.94 in paint and repair supplies, and \$240.00 in labour to repair the walls.

Analysis

In the absence of evidence to the contrary, I find that the Tenants still owe rent for September, in the amount of \$1,060.00.

In the absence of evidence to the contrary, I accept that the rental unit required cleaning at the end of the tenancy, and that the Landlord paid \$150.00 to have it cleaned. In the absence of evidence to the contrary, I accept that the carpets had to be cleaned three times, at a cost of \$280.00. In the absence of evidence to the contrary, I accept that the Landlord had to dispose of furniture left by the Tenants, at a cost of \$105.00.

I find that the Tenants failed to comply with section 37(2)(a) of the *Act* when they failed to leave the rental unit reasonably clean at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$535.00.

In the absence of evidence to the contrary, I accept that the walls were damaged and required repair, which cost the Landlord \$371.94. I find that the Tenants failed to comply with section 37(2)(a) of the *Act* when they failed to leave the rental unit undamaged, except for reasonable wear and tear, at the end of the tenancy. I therefore find that the

Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$371.94.

I find that the Landlords' application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$2,016.94, which is comprised on \$1,060.00 in unpaid rent, \$906.94 in damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I hereby authorize the Landlord to retain the Tenants' security deposit plus interest, in the amount of \$513.61, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,503.33. In the event that the Tenants do not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: October 20, 2008