

Dispute Codes:

MND

MNSD

FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence provided prior to the Hearing. The Landlord and the Tenant gave affirmed evidence and the Hearing proceeded on its merits.

Preliminary Matter

The matter of the disposition of the security deposit was decided in a previous Application for Dispute Resolution. Therefore, the Landlord’s application with respect to the security deposit is dismissed without leave to re-apply.

Issues to be Decided

This is the Landlord’s application for a Monetary Order for damages and to recover the filing fee from the Tenant for the cost of filing the application.

Background and Evidence

Landlord’s agent’s testimony and evidence

The Landlord’s agent gave the following testimony:

- On March 19, 2009, the Landlord’s agent mailed the Tenant the Notice of Hearing Documents, by registered mail, to two addresses: the address the Tenant gave as a forwarding address; and to the address the Tenant gave verbally at the former Dispute Resolution Hearing. The Landlord’s agent provided tracking numbers for both registered mail packages.

- The Tenant smoked in the rental unit, contrary to the tenancy agreements. Because of the smell of cigarette smoke, the Landlord was not able to re-rent the rental unit without painting the walls and ceilings, cleaning the blinds and curtains, and shampooing the carpets.
- The Tenant did not clean the oven before he moved out of the rental unit.
- The Landlord applied for a monetary order in the amount of \$810.25, for damages to the rental unit.

Tenant's testimony and evidence

The Tenant gave the following testimony:

- The Tenant smoked outside of the rental unit, but did not smoke inside the rental unit.
- The Tenant agreed that he had left the oven only partially clean, and that he had a verbal agreement with the Landlord that he would pay \$50.00 towards cleaning the oven.
- The carpet was replaced 6 weeks before the Tenant moved out, due to water damage. The Landlord did not allow the underlay to thoroughly dry out before laying new carpet, and therefore the carpet smelled musty. There was no mention of a smoky smell in the Condition Inspection Report.

Analysis

The Landlord did not provide any receipts or written evidence to substantiate his monetary claim and therefore has not proven his claim for damages. However, the Tenant testified that he had an oral agreement with the Landlord with respect to the oven. Therefore, I allow the Landlord's claim in the amount of \$50.00 for cleaning the oven.

The Landlord has been partially successful in his application and is entitled to recover the cost of the filing fee from the Tenant, in the amount of \$50.00.

Conclusion

I HEREBY FIND in favor of the Landlord's monetary claim in the amount of \$100.00 against the Tenant and issue a Monetary Order in that amount. The Monetary Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

Dated: July 7, 2009.
