



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MND, MNR, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damage to the rental unit, a monetary Order for unpaid rent and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the service address noted on the Application, on April 09, 2009. A receipt with a tracking number was submitted in evidence. The Canada Post website shows the mail was delivered on May 01, 2009. In the absence of evidence to the contrary, I find that these documents were served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant 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; 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 this tenancy began on December 01, 2005 and that the Tenant was required to pay monthly rent of \$471.00 during the latter portion of the tenancy. She stated that the Landlord determined the rental unit had been abandoned on June 08, 2008.

The Agent for the Landlord stated that the Tenant did not pay the rent that was due for June of 2008, for which the Landlord is claiming compensation in the amount of \$471.00.

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The Landlord is claiming compensation, in the amount of \$84.00, for cleaning a carpet stain. The Landlord submitted a receipt that establishes the Landlord incurred this expense. The Landlord submitted a copy of a Condition Inspection Report that declares the carpets were in good condition at the beginning of the tenancy. The Landlord submitted a copy of a Condition Inspection Report, which was completed after the Tenant abandoned the rental unit that shows the carpet was stained.

The Landlord is claiming compensation, in the amount of \$347.21, for replacing 6 window screens that were missing at the end of the tenancy and repairing a broken screen. The Landlord submitted a receipt that establishes the Landlord incurred this expense. The Landlord submitted a copy of a Condition Inspection Report that declares the screens were in good condition at the beginning of the tenancy. The Landlord submitted a copy of a Condition Inspection Report, which was completed after the Tenant abandoned the rental unit, that shows six screens were missing and that a screen in the dining/living room was damaged.

The Landlord is claiming compensation, in the amount of \$262.50, for painting over graffiti on the walls inside the rental unit. The Agent for the Landlord stated that claim is for the cost of covering the graffiti with a product known as "Kills" prior to repainting the rental unit, which prevents the graffiti from bleeding through the new paint. The Landlord submitted a receipt that establishes the Landlord incurred this expense. The Landlord submitted a copy of a Condition Inspection Report that declares the walls were in good condition at the beginning of the tenancy. The Landlord submitted a copy of a Condition Inspection Report, which was completed after the Tenant abandoned the rental unit, that declares that kids had written on some walls. The Landlord submitted photographs to show that the walls have writing on them.

The Landlord is claiming compensation, in the amount of \$656.25, for cleaning the rental unit. The Landlord submitted a receipt that establishes the Landlord incurred this expense. The Landlord submitted a copy of a Condition Inspection Report that declares the rental unit was very dirty and that furniture and personal items were left in the rental unit at the end of the tenancy. The Landlord submitted photographs that clearly show the rental unit required cleaning.

The Landlord is claiming compensation, in the amount of \$656.25, for cleaning the rental unit. The Landlord submitted a receipt that establishes the Landlord incurred this expense. The Landlord submitted a copy of a Condition Inspection Report that declares the rental unit was very dirty and that furniture and personal items were left in the rental unit at the end of the tenancy. The Landlord submitted photographs that clearly show the rental unit required cleaning.

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The Landlord is claiming compensation, in the amount of \$695.18, for repairing a door that was broken in 2007. The Landlord submitted receipts that establishes the Landlord incurred this expense. The Landlord submitted a copy of a Chargeback Agreement, dated November 07, 2007, in which the Tenant acknowledged that she was responsible for the cost of replacing the door. The Agent for the Landlord stated that this debt has not yet been repaid.

Analysis

Based on the information provided by the Agent for the Landlord, and in the absence of evidence to the contrary, I find that the Tenant was required to pay monthly rent of \$471.00 in June of 2008; that she did not pay rent for June of 2008; and that the Landlord is entitled to compensation for the unpaid rent, in the amount of \$471.00.

Based on the information provided by the Agent for the Landlord and the information contained in the Condition Inspection Reports, I find that the carpets in this rental unit were stained during this tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to remove the stains at the end of the tenancy. I therefore find that the Tenant is liable for the cost of removing the stains, which in these circumstances is \$84.00.

Based on the information provided by the Agent for the Landlord and the information contained in the Condition Inspection Reports, I find that the several window screens in this rental unit were damaged or missing at the end of this tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair or replace the screens at the end of the tenancy. I therefore find that the Tenant is liable for the cost of repairing/replacing the screens, which in these circumstances is \$347.21.

Based on the information provided by the Agent for the Landlord and the information contained in the Condition Inspection Reports and the photographs submitted, I find that walls had graffiti on them. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to remove the graffiti from the walls at the end of the tenancy. I therefore find that the Tenant is liable for the cost of covering the graffiti, which in these circumstances is \$262.50.

Based on the information provided by the Agent for the Landlord, the information contained in the Condition Inspection Reports and the photographs submitted, I find that rental unit required significant cleaning. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean

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condition at the end of the tenancy. I therefore find that the Tenant is liable for the cost of covering the graffiti, which in these circumstances is \$656.25.

Based on the information provided by the Agent for the Landlord and the Chargeback Agreement that was signed by the Tenant on November 07, 2007, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to compensate the Landlord for repairs to the front door of the rental unit, which was damaged in 2007. I therefore find that the Tenant is liable for the cost of replacing the door, which in these circumstances is \$695.18.

I find that the Landlord's 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 \$2,566.14, which is comprised on \$471.00 in unpaid rent, \$2,045.14 in damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

The amount of the monetary claim is being reduced by the \$36.00 credit that the Tenant has on her account, as requested by the Agent for the Landlord.

Based on these determinations I grant the Landlord a monetary Order for the amount \$2,530.14. In the event that the Tenant does 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.

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: July 13, 2009.

Dispute Resolution Officer