

Dispute Codes: MND, 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’s agent gave affirmed evidence and the Hearing proceeded on its merits.

Issues to be Decided

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

Background and Evidence

The Tenancy started on October 1, 2005 and ended on January 31, 2008. The monthly rent was \$307.00 per month, due on the first day of each month. No security deposit was required. A move-in inspection and a move-out inspection was performed, and a copy of the Condition Inspection report provided as evidence.

Landlord’s agent’s testimony and evidence

The Landlord’s agent gave the following testimony:

- The Landlord’s agent served the Tenant with the Notice of Hearing Documents by registered mail on April 8, 2009. The Landlord’s agent provided a tracking number for the registered mail documents and testified that a search of the Canada Post tracking system indicated that the Tenant picked up the package on May 5, 2009.
- The Tenant did not clean the unit on moving out and the walls and the basement floor were damaged and required painting.
- The Landlord provided copies of invoices from a cleaning service, a carpet cleaning service and a painter. The Landlord’s agent stated that the Landlord was only requesting 10% of the cost of painting the unit, because it had last been painted in September, 2005, and would have required painting within in a year. The Landlord did not request recovery of the cost for shampooing the carpet, but did request recovery of the cost for stain treatment.

- The Landlord provided a copy of the Tenancy Agreement and photographs depicting the condition of the rental unit when the Tenant moved out.

The Landlord provided an accounting of the Landlord's monetary claim, showing a \$3.00 credit to the Tenant and \$91.88 for cleaning services; \$168.00 for treating the carpets for stains (total invoice was \$422.94); and \$414.51 for painting (10% of \$4,145.14).

Analysis

I am satisfied that the Tenant was duly served with the Notice of Hearing package. The Tenant, although duly served, did not sign into the conference call and the Hearing proceeded in her absence.

The Landlord has established its claim for a monetary order and is entitled to recover the cost of the filing fee from the Tenant.

I award the Landlord its monetary claim, as follows:

Cleaning the rental unit	\$91.88
Removing stains from carpets	\$168.00
10% of cost for repainting rental unit	\$414.51
Filing fee	50.00
Less credit on Tenant's file	<\$3.00>
TOTAL AMOUNT DUE TO THE LANDLORD	\$721.39

Conclusion

I HEREBY FIND in favor of the Landlord's monetary claim in the amount of \$721.39 against the Tenant. 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.