

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNSD, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking an end of the tenancy for non-payment of rent, for monetary compensation for damages to and cleaning of the rental unit, and to retain the security deposit.

On July 2, 2009, the Landlord's Agent personally served the Tenant with a 10 Notice to End Tenancy for unpaid rent. The Landlord filed an Application for Dispute Resolution on July 8, 2009, and served the Tenant with the Notice of Hearing and Application. However, sometime following these dates, the Tenant vacated the unit. The Landlord amended the Application to include the cost of repairing damages and cleaning the rental unit. The Tenant was served with the amended Application by registered mail, sent on July 28, 2009. The Act deems these documents were served on the Tenant five days after mailing. I also note the time and date of the hearing were not altered from the first set of documents served on the Tenant. Therefore, I find the Tenant has been duly served under the Act and I allow the amended Application.

### Issues(s) to be Decided

Is the Landlord entitled to the monetary compensation sought?

### Background and Evidence

In evidence the Landlord submitted documents which included, a copy of the tenancy agreement, an invoice and photographs of the rental unit following the departure of the Tenant.

The photographs submitted indicate the rental unit was left unclean and very messy. There are bits of paper, containers, bags, clothes and much other debris scattered everywhere. There is a torn bag of what appears to be flour, or sugar, spilling out on the stairs. There is writing on the walls and several large holes. There are splashes of an unknown blue substance on the walls as well. It appears that the Tenant did not clean or try to repair the damages prior to vacating the unit.

The Landlord has submitted in evidence an invoice detailing the work at the rental unit as including \$151.20 for carpet cleaner rental and supplies for painting over the writing on the walls, \$216.00 for cleanup of the unit, \$72.00 in labour for cleaning the rugs, \$45.00 to repair a broken kitchen cabinet, \$90.00 to repair holes in the walls, and \$30.00 to repaint the closet doors.

### Analysis

Based on the uncontradicted evidence of the Landlord, and on a balance of probabilities, I find that the Tenant failed to clean the rental unit or to make required repairs to it, prior to vacating the unit.

The Tenant was required by the Act and the tenancy agreement to leave the unit in a reasonable state of cleanliness and with no damage aside from normal wear and tear. I find the Tenant failed to do this.

I find the Landlord is entitled to the monetary claims as sought in the Application.

I find that the Landlord has established a total monetary claim of **\$654.20** comprised of the above described amounts and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit and interest of **\$275.72** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$378.48**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

I find the Tenant breached the Act and tenancy agreement by failing to leave the unit in a reasonable state of cleanliness and by failing to repair damages to it.

The Landlord is entitled to monetary compensation from the Tenant. The Landlord may keep the security deposit and interest, and has an order for the remaining balance due.

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: August 06, 2009.

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Dispute Resolution Officer