

Decision

Dispute Codes: MND, FF

Introduction

This hearing dealt with an application from the landlord for a monetary order as compensation for damage to the unit, in addition to recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

Issues to be decided

- Whether the landlord is entitled to either or both of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on November 1, 2006. Rent in the amount of \$276.00 was payable in advance on the first day of each month. No security deposit was collected. Pursuant to notice from the tenant, the tenancy ended November 30, 2007. A move-in condition inspection and report, as well as a move-out condition inspection and report were completed by the parties.

Costs for cleaning and repairs to damage at the end of tenancy totaled \$776.90. The tenant signed a "chargeback agreement" on May 12, 2008 pursuant to which she agreed to the above debt and further, agreed to make payments towards its discharge. In the result, the tenant made only 2 x \$50.00 installment payments and a balance of \$676.90 remains outstanding.

Analysis

As for the monetary order, based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the landlord has established a claim of \$726.90. This is comprised of \$676.90 for cleaning and repairs to damage, in addition to the \$50.00 filing fee. I therefore grant the landlord a monetary order under section 67 of the Act for \$726.90.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$726.90**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: December 8, 2009

Dispute Resolution Officer