

DECISION

Dispute Codes: MNR, MND, MNDC and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent, damage to the rental unit, loss under the legislation or rental agreement and recovery of the filing fee for this proceeding.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the items claimed and recovery of the filing fee for this proceeding.

Background, Evidence and Analysis

This tenancy began on November 1, 2007 and ended on July 20, 2009 under a Notice to End Tenancy for unpaid rent dated July 2, 2009. Rent was \$500 per month and there was no security deposit.

The tenant submitted a substantial amount of documentary evidence prior to the hearing in aid of her own monetary claims. However, the tenant had not made application for dispute resolution on those claims and the present hearing was brought on the landlord's application.

Therefore, the tenant was advised that she remains at liberty to make her own application and her evidence package is returned with her copy of this decision. The hearing proceeded on the landlord's application.

During the hearing, the landlord gave uncontested evidence that the Notice to End Tenancy had been served after the tenant failed to pay the rent for June and July of 2009 which remained unpaid at the time of the hearing.

The landlord also claimed \$240 on cleaning costs, \$240 for the replacement of a window, \$120 for replacement of a door scratched by the tenant's dog and an unspecified amount for repair or replacement of a laminate floor.

On the landlord's claims, I find as follows:

Unpaid rent - \$1,000. While the tenant stated that she had not paid the June and July 2009 rent due to grievances she had with the landlord, withholding of rent is not among the remedies available to a tenant. This claim is allowed in full.

General cleaning - \$240. On the basis of photographic evidence submitted by the landlord, I find the claim of two persons working for eight hours each at \$15 per hour each to be a reasonable charge to bring the unit up to a rentable state.

Repair of broken window - \$240. The landlord also claims \$240 for replacement of a seven-foot by four-foot window. The landlord claimed that one of the tenant's children had told him that the tenant had broken the window by tossing a stone at it when trying to awaken her daughter but the tenant disputed the claim. The landlord also stated that the \$240 cost was made up of \$40 purchase of a used replacement window and a \$200 rent credit he had given to the subsequent tenant, a carpenter, to do the work. He said an estimate to simply replace the sealed double pain glass was much more expensive. I find on the balance of probabilities that the broken window was the responsibility of the tenant and allow this claim in full.

Repair/replace broken door - \$120. The landlord claims that the tenant's dog scratched an exterior door, necessitating this claim; however, the work has not yet been done. The tenant claimed the only damage was to the door seal and repair would be minimal. I am not certain that the door needs to be replaced and I am unable to estimate the cost of repair. Therefore, this part of the claim is dismissed.

Repair of laminate flooring. The landlord sought an unspecified amount for repair/replacement of laminate flooring which he said appeared to have been caused by water damage. The landlord stated that he had done the work on one room himself with existing materials but had yet to do the other. The tenant claimed that she had not caused the damage. On this claim, I find the benefit of the doubt should go to the tenant given the questions as to cause and cost of repairs. Therefore, I make no award on this part of the clam.

Filing fee - \$50. Having found merit in the landlord's application, I find that he should recover the filing fee for this proceeding from the tenant.

In total, I find that the tenant owes to the landlord an amount calculated as follows:

June 2009 rent	\$ 500.00
July 2009 rent	500.00
General cleaning	240.00
Repair of broken window	240.00
Filing fee	50.00
TOTAL	\$1,530.00

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for \$1,530.00, enforceable through the Provincial Court of British Columbia, for service on the tenant.

The tenant's evidence is returned with her copy of this decision in the event she wishes to make application for dispute resolution on her claims.