



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 dealt with the landlord's application for a Monetary Order for unpaid rent, damage to the rental unit, and recovery of the filing fee. The tenant did not appear at the hearing. The landlord provided documentary evidence that the tenant was served with notification of this hearing by registered mail to the address at which the tenant resides. I was satisfied that the tenant was adequately notified of this hearing and I proceeded to hear from the landlord without the tenant present.

Issues(s) to be Decided

1. Has the landlord established an entitlement to recover unpaid rent from the tenant?
2. Has the landlord established an entitlement to recover damages to the rental unit from the tenant?
3. Award of the filing fee.

Background and Evidence

Upon hearing undisputed testimony of the landlord and upon review of the evidence before me, I make the following findings. The tenancy began May 1, 2004 and ended December 31, 2008. The monthly rent was \$316.00 at the end of the tenancy and no security deposit had been paid by the tenant.

The landlord amended the amount requested to reflect partial payments made by the tenant since the application has been made. The landlord has applied for compensation for the following amounts:

Item(s)	Charge to tenant	Total
Unpaid rent	December 2008 unpaid rent	\$ 294.00
Cleaning	10 hours	210.00
Replacement of two exterior doors	100% of cost	1,117.20
Replacement of 5 interior doors	50% of cost	204.09
Drywall repair and painting	\$420.00 of \$3,911.25 cost	420.00
Garbage removal	4 hours + dump fee	128.00
Subtotal		\$2,373.29
Less: partial payments received as at date of this hearing		(360.00)
Total claim		\$2,013.29

The landlord testified that at the end of the tenancy both entry doors were extensively damaged and that during the tenancy the tenant had not reported the damage or made a police report about a break in. Upon enquiry, the entry doors had been replaced approximately four years ago and the landlord salvaged the stain glass to keep the costs down.

The interior doors were also damaged and the landlord explained that only 50% of the replacement cost has been charged to the tenant to reflect the age of the doors replaced.

The landlord testified that the contractor that was hired to repair the drywall and repaint the unit provided an estimated breakdown of the cost associated to damage caused by the tenant based on the areas identified by the property manager.

As evidence for the hearing the landlord provided a copy of the condition inspection report that was signed by the tenant, a copy of the tenancy agreement, photographs of the rental unit at the end of the tenancy, a copy of the 10 Day Notice to End Tenancy for Unpaid Rent issued in December 2008, and receipts and invoices to substantiate the amounts claimed.

Analysis

Upon review of all of the evidence before me, I find the landlord has established that the tenant failed to pay all the rent owed to the landlord and caused the landlord to incur losses due to damage caused to the rental unit by the tenant or persons permitted on the property by the tenant. Accordingly, I award the landlord the amount claimed of \$2,013.29 and I further award the \$50.00 filing fee to the landlord.

With this decision I provide the landlord with a Monetary Order in the total amount of \$2,063.29 to serve upon the tenant. The Monetary Order may be filed in Provincial Court (Small Claims) to be enforced as an Order of the court.

Conclusion

The landlord was successful in establishing an entitlement to monetary compensation of \$2,063.29 from the tenant and I have provided the landlord with a Monetary Order in that amount to serve upon the tenant.

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: January 22, 2010.

Dispute Resolution Officer