

DECISION

Dispute Codes: MND and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for damage to the rental unit and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing by registered mail sent on September 18, 2009, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

While the tenant refused service of the registered mail, I find that the landlord met the obligation for service under section 89(1)(c) of the *Act* and service is deemed to have been made.

Issues to be Decided

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

Background, Evidence and Analysis

This tenancy began on November 9, 2007 and ended on or about April 21, 2008 pursuant to an Order of Possession issued on April 7, 2008 on the landlord's application for an early end to the tenancy due to illegal activities, disturbance of other tenants and damage to the rental unit.

During hearing, the landlord submitted into evidence a copy of a notice to the tenant of a move out inspection for April 17, 2008 and the Notice of Final Opportunity to participate in the move out inspection April 21, 2008 as required by section 35 of the *Act*. The tenant did not attend.

The landlord submitted copies of letters to the tenant dated October 27, 2009 and July 9, 2009 specifying the claimed damages and demanding payment.

The landlord submitted photographs and paid invoices for remediation of the damages caused by the tenant. Taking into account whether the damage was caused by the tenant or her guests and whether the amount claimed is proven, I find on each as follows:

Extra cleaning and debris removal - \$201.08. I find this receipted claim is proven and it is allowed in full.

Replacement of broken basement window - \$327.61. This receipted claim is proven and allowed in full.

Replacement of second broken window - \$498.83. This receipted claim is proven and allowed in full.

Repair and replacement of damaged doors - \$1,837.50. On the basis of photographic evidence and paid invoice, this claim is allowed in full.

Replace curtain rod - \$25.53. This claim is proven and allowed in full.

Repair drywall damage and repaint - \$3,260.25. On the basis of photographic evidence and copy of the paid invoice, this claim is allowed in full.

Replace smoke detector - \$13.60. This claim is allowed in full.

Replace basement window lever - \$169.16. Receipted claim allowed in full.

Filing fee - \$100. As the application has succeeded, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

As authorized by section 67 of the *Act*, I find that the tenant owes to the landlord an amount calculated as follows:

Cleaning and debris removal	\$201.08
Replace basement window	327.61
Replace second window	498.83
Repair/replace damaged doors	1,837.50
Replace curtain rod	25.53
Repair drywall and repaint	3,260.25
Replace smoke detector	13.60
Replace basement window lever	169.16
Filing fee	100.00
TOTAL	\$6,433.56

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for \$6,433.56, enforceable through the Provincial Court of British Columbia, for service on the tenant.

January 14, 2010.