



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for unpaid rent, for damages to the rental unit, compensation for loss, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord stated that on October 30, 2009 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail. The landlord obtained the tenants address via Canada Post. The landlord provided a copy of the Canada Post tracking number and receipt as evidence of service. The landlord's agent testified that on November 3, 2009 the tenant signed, accepting the registered mail. The landlord confirmed receipt of the mail via the Canada Post web site.

These documents are deemed to have been sufficiently served in accordance with section 89 of the *Act*; however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent?

Is the landlord entitled to compensation for damages to the rental unit and loss incurred due to cleaning and repair costs?

Is the landlord entitled to filing fee costs?

Background and Evidence

This 2 year tenancy terminated at the end of April, 2008.

The tenancy agreement required the tenant to pay monthly subsidized rent of \$376.00. The tenant failed to pay \$126.00 in March 2008, and did not pay rent for April or May 2008.

The landlord issued a Notice of Final Opportunity to complete a move-out inspection on May 1, 2008; the tenant did not attend. The landlord supplied photographs taken of the rental unit on May 1, 2008, as evidence of the state of the unit at the end of the tenancy. A copy of a move-in condition inspection was provided as evidence.

The landlord is claiming the following damages and loss:

1 coat of paint	1,522.50
Repairs	40.00
Replace curtain rod	10.98
Prince Rupert landfill fee	13.75
Regional District recycling charge	2.00
Labour and truck fee – landfill	30.00
	1,959.23

The rental unit was painted just prior to the start of this tenancy and was two years old when the tenant moved out. Photographs indicate drawings on the walls. The walls were also damaged. The unit was given 2 coats of paint, but the landlord has requested only the cost of one of those coats be assigned to the tenant.

The photographs indicate the need for extensive cleaning of the unit at the end of the tenant. The landlord has requested charges for seventeen hours but spent many more hours cleaning, due to a severe bed bug infestation in the tenant's unit.

The unit required some repairs to doors damaged by a knife, damaged base boards, replacement of all the baseboard heaters. Many of the repairs were due to the bed bug infestation. The landlord has charged the tenant for 2 hours labour for repair work, which was detailed on a work order submitted as evidence.

The curtain rod was missing and replaced through stock the landlord maintains. The landlord testified the rods cost them \$10.98 when last purchased in bulk.

All of the belongings left behind in the unit by the tenant were taken to the landfill, as a precaution due to the bed bug infestation. The landfill charges, labour and truck costs have been claimed by the landlord. A receipt for the June 4, 2008 landfill charge was submitted as evidence.

A recycling fee of \$2.00 was charged for disposal of the micro wave oven, as the landlord could not be sure it did not contain bed bugs. A receipt issued by the regional district was submitted as evidence.

The building manager testified that bed bugs appeared in the neighbouring unit. A notice was issued to enter the tenant's unit, at which time the tenant told the building manager that her unit had been infested for a one year period of time. The tenant had not reported this infestation to the landlord.

The landlord submitted that many more hours of work were required to rehabilitate the unit for occupation, and that they are claiming compensation for only a portion of this time.

Analysis

In the absence of evidence to the contrary, I find that the tenant did not paid rent in the amount of \$878.00 for March, April and May 2008, and that the landlord is entitled to compensation in that amount.

I find that the landlord is entitled to all costs claimed for damages to the rental unit and loss. I base this decision on the photographs, which indicate the rental unit was left in a state of disarray which would have required extensive cleaning and time to bring up to acceptable standards, receipts provided as evidence and the testimony of the landlord. The unit paint should have been able to withstand approximately 2 more years of use before repainting was required.

A tenant is required, as provided by section 32 of the Act, to maintain a rental unit in a condition that meets reasonable health, cleanliness and sanitary standards. I find that the tenant failed to maintain the unit to a reasonable standard.

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Therefore, I find that the landlord is entitled to compensation for unpaid rent in the sum of \$878.00 and damages and loss in the sum of \$1,959.23.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$2,887.23, which is comprised of \$878.00 in unpaid March, April and May, 2008, rent owed; \$1,959.23 in damages and loss and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order for **\$2,887.23**. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: March 03, 2010.

Dispute Resolution Officer