

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit, unpaid rent, damage or loss under the Act, regulations or tenancy agreement, and recovery of the filing fee. The tenant did not appear at the hearing. The landlord provided evidence that the tenant was notified of this hearing by registered mail sent to the address provided by the tenant. The landlord testified that she also drove by the address given by the tenant and observed the tenant's car in the driveway of that address. The registered mail was unclaimed by the tenant. I was satisfied the landlord served the tenant with notification of this hearing in a manner that complies with the Act and I proceeded to hear from the landlord without the tenant present.

The landlord was represented by an agent and reference to landlord in this decision includes the agent. I determined that the landlord had not served the landlord's documentary evidence upon the tenant and I could not accept or consider the documentation. Rather, I proceeded to take verbal testimony of the landlord in support of the landlord's claims.

As another preliminary matter, the landlord requested the application be amended to reflect a different last name the tenant also uses. I do not amend the application without the consent of the respondent or other sufficient evidence to warrant such an amendment. Accordingly, this decision and the Monetary Order that accompanies it identifies the tenant using the name as provided on the landlord's application.

Issues(s) to be Decided

1. Has the landlord established an entitlement to compensation for damage to the rental unit and unpaid rent?
2. Retention of the security deposit.
3. Award of the filing fee.

Background and Evidence

The landlord provided the following testimony. The tenancy commenced in August 2009. The tenant was required to pay rent of \$1,200.00 per month plus utilities. The tenant paid a \$600.00 security deposit. Shortly after the tenancy began the tenant permitted several other people and a dog to occupy the rental unit. The tenant failed to pay rent for December 2009. The landlord served the tenant a Notice to End Tenancy and made arrangement to meet the tenant on December 19, 2009 to conduct an inspection. On December 18, 2009 the neighbours informed the landlord the tenant was vacating the rental unit. On December 20, 2009 the landlord attended the rental unit and found the unit to be vacated with a note from the tenant. The note indicated the unit was dirty and a key has been lost but that an inspection was not required and for the landlord not to worry about returning the security deposit. The tenant also left a \$100.00 money order for carpet cleaning.

In making this application, the landlord estimated the amount owed by the tenant to be \$5,000.00; however, during the hearing, the landlord reduced the claim to the following amounts:

Unpaid water bill	\$ 249.99
December 2009 unpaid rent	1,200.00
January 2010 loss of rent	1,200.00

Carpet cleaning	333.97
Wallpaper damage	150.00
Cleaning (16 hrs @ \$20/hr)	320.00
Bathroom door frame repair	100.00
Filing fee x 2	100.00
Photographs	<u>39.11</u>
Total claim	\$3,693.07

Upon enquiry, the landlord described the rental unit as being left in a very filthy condition and damaged. The landlord testified that the water bill not paid by the tenant; the rental unit could not be rented for January 2010 due to the condition of the rental unit; that the carpets had to be cleaned twice due to the filthy condition they were left; that the walls, kitchen and bathroom required extensive cleaning; the bathroom door frame was broken and the wallpaper damaged. The landlord has offered \$150.00 to the new tenants to replace the wallpaper. The landlord paid \$220.00 to have the unit cleaned and spent her own time cleaning for which she is requesting compensation of \$100.00.

Analysis

Under the Act, the tenant must pay the landlord rent when due in accordance with the terms of the tenancy agreement. Based on the landlord's undisputed testimony, I accept that the tenant was required to pay rent of \$1,200.00 for the month of December 2009 and did not do so. Based on the description of the condition of the rental unit, I am satisfied that the tenant left the unit in such a unclean and damaged condition the landlord incurred a further loss of rent for the month of January 2010.

The Act requires that a tenant leave a rental unit reasonably clean and undamaged at the end of the tenancy. Based on the landlord's undisputed description of the rental unit I find the tenant violated the Act in this regard by leaving the rental unit very unclean

and damaged. I find the landlord's explanation of costs associated with repairing and cleaning the unit to be reasonable and I grant the amounts claimed by the landlord for damages and cleaning.

I do not award the landlord costs associated to a previous dispute resolution application that was dismissed. I do not award costs for photographs of the rental unit as preparing for a dispute resolution is not a cost recoverable under the Act.

I award the landlord the filing fee paid for this application and I authorize the landlord to retain the security deposit in partial satisfaction of the amounts owed the landlord. I also recognize the \$100.00 already received from the tenant towards carpet cleaning costs. The landlord is awarded a Monetary Order calculated as follows:

Unpaid water bill	\$ 249.99
December 2009 rent	1,200.00
January 2010 loss of rent	1,200.00
Carpet cleaning	333.97
Wallpaper damage	150.00
Cleaning (16 hrs @ \$20/hr)	320.00
Bathroom door frame repair	100.00
Filing fee	50.00
Less: payment received from tenant	(100.00)
Less: security deposit retained by landlord	<u>(600.00)</u>
Monetary Order for landlord	\$2,903.96

The landlord must serve the Monetary Order upon the tenant and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The landlord has been authorized to retain the tenant's security deposit in partial satisfaction of the amount owed the landlord and the landlord has been provided a Monetary Order for the balance of \$2,903.96 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: March 18, 2010.

Dispute Resolution Officer