

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution. The landlord applied for a Monetary Order for damage to the rental unit and damage or loss under the Act, regulations or tenancy agreement. The landlord initially named two co-tenants in making this application but requested the application be amended to name the female tenant only as the male tenant's address was unknown. I accepted the amendment and this decision and accompanying Monetary Order names the female tenant only. The landlord provided evidence that the female tenant was served with notification of this hearing by registered mail sent to an address at which she resides. A search of the registered mail tracking number showed that the registered mail was refused by the recipient. I was satisfied the landlord sufficiently served the tenant with notification of this dispute 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 compensation from the tenant for damage to the rental unit?
2. Has the landlord established an entitlement to compensation from the tenant for damage or loss under the Act, regulations or tenancy agreement?

Background and Evidence

The landlord provided the following testimony. The tenancy commenced August 1, 2007 and ended April 30, 2008. There was no security deposit collected. In making this application, the landlord is seeking to recover the following amounts from the tenant:

Broken kitchen window – unpaid balance

\$ 118.23

Carpet cleaning – 50% of cost	26.25
General cleaning – 15 hours of 30 hours paid	375.00
Drywall repairs	83.75
Supplies for missing door knob, damaged striker plate, broken light switch, broken light shade, missing towel bar, damaged bathroom door	66.33
Labour for repairs – 3 hours	<u>90.00</u>
Total	\$ 759.56

The landlord provided documentary evidence that the tenant had agreed to pay for a broken kitchen window in writing in December 2007 by making monthly payments of \$25.00; however, the tenant only made one such payment leaving an outstanding balance of \$118.23.

The landlord provided receipts and invoices in support of the most of the amounts claimed by the landlord. In most cases, the landlord was claiming only a portion of the actual cleaning and repair costs incurred by the landlord. The landlord explained that a few of the supplies did not have a receipt as they were taken from inventory; however, the amounts charged are well below replacement cost of new items.

The landlord provided a copy of the condition inspection reports and photographs taken of the rental unit at the end of tenancy. The landlord testified that the tenant was not present at the move-out inspection despite the landlord serving the tenant with a Notice of Final Opportunity to Schedule a Condition Inspection approximately one week before the end of tenancy.

Analysis

Under the Act, the tenant is required to leave the rental unit reasonably clean and undamaged. Upon review of all of the documentation provided to me and considering

the undisputed testimony of the landlord I am satisfied that the tenant did not leave the rental unit reasonably clean and free of damage beyond normal wear and tear. I am also satisfied that the amounts claimed by the landlord are very reasonable. Therefore, I find the landlord entitled to recover the amount claimed of \$759.56 from the tenant for damage and cleaning.

As the landlord was successful in this application I award the filing fee to the landlord. The landlord is provided a Monetary Order in the total amount of \$809.56 to serve upon the tenant. The landlord may file the Monetary Order in Provincial Court (Small Claims) to enforce as an Order of the court.

Conclusion

The landlord was successful in this application and has been provided a Monetary Order in the amount of \$809.56 to serve upon the female 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 25, 2010.

Dispute Resolution Officer