



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 damages to the rental unit, loss and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on December 7, 2009 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail. A Canada Post tracking number was provided as evidence of service.

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.

Preliminary Matter

At the start of the hearing the landlord acknowledged receipt of the tenant's evidence package submitted to the Residential Tenancy Branch on December 21, 2009. This evidence included two witness statements referencing cleaning completed at the end of the tenancy, a copy of the glass repair receipt and a copy of a dispute resolution decision issued on October 23, 2010.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for compensation for damage or loss?

Is the landlord entitled to filing fee costs?

Background and Evidence

This tenancy commenced March 1, 2009 and ended on June 30, 2009. The landlord submitted a copy of a March 1, 2009 move-in condition inspection report; a move-out condition inspection was not completed.

The tenant paid to have a window repaired and the landlord is claiming \$25.00 for the cost of having to take the window to the repair shop and for installing the window.

The landlord stated that at the end of the tenancy the tenant had verbally agreed to allow the landlord to retain \$200.00 of the deposit for cleaning that was required. The landlord cleaned walls, the bathroom, the kitchen and bathroom cupboards and the stove and refrigerator. The landlord confirmed that the tenant did clean the carpets. The landlord acknowledged that some cleaning was completed, but that it was not thorough and not reasonably clean.

The receipt for window repair that was submitted by the tenant indicates a charge of \$40.00 for labour and glass only; the landlord stated this was for labour to complete the repair, not for reinstallation of the window.

The tenant's witness statements both indicate that the tenant was not provided with a move-out condition inspection report and that the unit was cleaned over a 2 hour period of time at the end of the tenancy.

Analysis

In the absence of the tenant at this hearing, I find, based upon the landlord's testimony and the submission by the tenant, that the landlord is entitled to compensation for the cost of reinstalling the broken window in the sum of \$25.00.

I find that the landlord is entitled to compensation for the amount claimed for cleaning the stove and oven in the sum of \$40.00. The tenant's evidence submission does not reference any efforts made to clean these items and, in the absence of the tenant at this hearing, I find that the landlord is entitled to this cost.

I find, in the absence of any verification of the remaining costs incurred for cleaning, that the balance of the claim in the sum of \$160.00 is dismissed. I base this upon the absence of a record of a move-out condition inspection report or any other evidence to support the landlord's claim that the cleaning the tenant completed was inadequate.

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

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$115.00, which is comprised of \$65.00 in cleaning costs and window installation costs 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 in the sum of \$115.00. 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: April 14, 2010.

Dispute Resolution Officer