

## **DECISION**

Dispute Codes MNR, MND, OPR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid rent and for compensation under the Act and the tenancy agreement, and to recover the filing fee for the Application.

The Landlord testified that he sent the Tenants the Application for Dispute Resolution and Notice of Hearing by registered mail on January 28, 2010, and these are deemed under the Act to be received five days later.

The Landlord has provided receipts and tracking information for each of the evidence and amended Application packages he has sent the Tenants by registered mail. The Landlord testified that when the Tenants left the rental unit they informed him that they would put in a change of address notice with Canada Post and mail from the rental unit address would be forwarded to them. The Landlord also supplied documentary evidence regarding tracking the mail, and it indicates the registered mail sent to the Tenants was forwarded to their new address for delivery by Canada Post. The Landlord supplied evidence that some of the mail sent to the Tenants had been returned, as the Tenants refused to accept it. I note that refusal or neglect to accept registered mail is not a ground for review under the Act. I find that the Tenants have been sufficiently served with all the Landlord's materials for the purposes of this matter. Despite this, the Tenants did not appear at the hearing.

The Landlord and an Agent for the Landlord appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

I note the Landlord received an order of possession and a monetary award dealing with utilities and the security deposit in an earlier hearing, and therefore, those matters are not addressed in this Decision.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

### Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlord, I find that the Tenants were ordered to vacate the rental unit under an order of possession granted on January 8, 2010.

The Tenants vacated the property, however, the Landlord claims he has incurred or will incur substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants. The Landlord also claims for unpaid rent.

The Landlord claims as follows:

a.	Unpaid rent & late payment fee for January 2010	1,470.00
c.	Windows damaged	205.00
d.	Unauthorized rent reduction for vacuum	227.99
e.	Garage door damage	321.93
f.	Cleaning of rental unit	750.00
g.	Replace locks	228.08
h.	Repair tile, fireplace, stove/oven, blinds & doors	557.00
i.	Supplies	211.59
j.	Carpet cleaning	231.00
k.	Labour by handyman	500.00
l.	Filing fee	100.00
	<b>Total claimed</b>	<b>\$6,356.59</b>

In support of the above claims, the Landlord has provided substantial evidence including photographs, invoices, work reports and bills.

The photographs show the broken window, dirty carpets, dirty floors and windows sills, cracked tiles and include other items claimed by the Landlord.

The Tenants have provided no evidence.

### Analysis

Based on the uncontradicted testimony, evidence and photographs, and on a balance of probabilities, I find that the Tenants did not clean the unit or make necessary repairs to the unit and have breached the Act and tenancy agreement.

I also find that the Tenants' breaches have caused losses to the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$6,356.59** comprised of the above described amounts and the \$100.00 fee paid for this application.

I grant the Landlord an order under section 67 for the balance due of **\$6,356.59**.

This order may be filed in the Provincial Court (Small Claims) 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: May 07, 2010.

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Dispute Resolution Officer