

DECISION

Dispute Codes MNR, MND, MNSD

Introduction

This matter dealt with an application by the Landlord for a monetary order for unpaid rent and for compensation for damages to the rental unit. The Landlord also applied to keep the Tenant's security deposit however at the beginning of the hearing the Landlord claimed that the Tenant did not pay a security deposit. Consequently, the Landlord's application to keep a security deposit is dismissed without leave to reapply.

The Landlord said he served the Tenant in person on or about January 28, 2010 with the Application and Notice of Hearing (the "hearing package"). The Landlord said the Tenant did not give him a forwarding address so he served her in a public place with his adult son as a witness. Based on the evidence of the Landlord, I find that the Tenant was served as required by s. 89 of the Act with the hearing package and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there arrears of rent and if so, how much?
2. Is the Landlord entitled to compensation for cleaning and repair expenses and if so, how much?

Background and Evidence

This month-to-month tenancy started on August 1, 2009 and ended on or about December 23, 2009 when the Tenant moved out. Rent was \$1,200.00 per month payable in advance on the 1st day of each month. The Landlord submitted a copy of a Residential Tenancy form of tenancy agreement as evidence at the hearing however it is unsigned by the Tenant. The Landlord also provided a one-half paged document entitled "Tenancy Agreement" signed only by him which states (in part) that "the residence is in perfect shape" with all walls being clean, undamaged and freshly painted. The Landlord said he did not do a move in Condition Inspect Report with the Tenant, however he provided a completed copy of a Residential Tenancy form of one that is dated August 1, 2009 but it is also unsigned by the Tenant.

The Landlord said that on December 12, 2009, he gave the Tenant a 10 Day Notice to End Tenancy for Unpaid Rent because she had accumulated rent arrears of \$2,050.00. The Landlord also said that he gave the Tenant 2 Notices of Final Opportunity to Schedule a Condition Inspection for December 7, 2009 and December 9, 2009. The Landlord said he did an inspection on December 12, 2009 with the Tenant however the Tenant would not let him to see the master bedroom and en-suite bathroom and would

not sign the form. The Landlord said he found the following damages after the Tenant moved out:

- front entrance door and the master bedroom door had been kicked in and the door jambs damaged;
- 3 of 6 curtain rods in the living room had been pulled out of the wall and damaged;
- 2 faucets ripped off the sink;
- 2 bedroom door locksets damaged;
- A bedroom and closet door had stickers that couldn't be removed and showed evidence of attempts to scrape them off;
- A closet door had been ripped off.

The Landlord said it took 28 hours of his and another person's labour to make the repairs to the rental unit and a further 15 hours to do general cleaning. The Landlord also sought to recover expenses for carpet cleaning. The Landlord did not provide any receipts in support of his claim.

Analysis

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover unpaid rent in the amount of \$2,050.00.

Section 37 of the Act says that at the end of a tenancy, the Tenant must leave the rental unit clean and undamaged except for reasonable wear and tear. Sections 23 and 35 of the Act say that a Landlord must complete a condition inspection report at the beginning of a tenancy and at the end of a tenancy in accordance with the Regulations and provide a copy of it to the Tenant (within 7 to 15 days). A condition inspection report is intended to serve as some objective evidence of whether the Tenant is responsible for damages to the rental unit during the tenancy or if she has left a rental unit unclean at the end of the tenancy.

In this case, the Landlord provided a copy of a condition inspection report that was completed before the tenancy ended and therefore it is only of limited usefulness. In the absence of any contradictory evidence from the Tenant however, I find on a balance of probabilities that the Tenant is responsible for the above-noted damages to the rental unit which are not the result of reasonable wear and tear but from the Tenant's neglect.

The Landlord provided no documentary or other evidence such as receipts in support of his claim for repair expenses. However, I find that the amount claimed for supplies is reasonable and as a result, I award the Landlord the following amounts:

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| • 2 door jambs | \$271.20 |
| • 3 curtain rods | \$204.16 |
| • 2 faucets | \$48.80 |

• Paint supplies	\$21.55
• Closet door parts	\$5.01
• 2 lock sets	\$66.05
• Closet & bedroom doors	<u>\$36.15</u>
TOTAL:	\$652.92

I find that the amounts claimed for labour for repairs and cleaning are not reasonable having regard to the damages claimed and instead I award the Landlord **\$600.00** for repairs and **\$150.00** for general cleaning. I also find that there is insufficient evidence to support the amount claimed for cleaning supplies and instead I award the Landlord **\$50.00** for that part of his claim.

RTB Policy Guideline #1 says that a Tenant will usually only be responsible for cleaning carpets after a tenancy of about a year unless she has had pets or smoked inside the rental unit. The Landlord claimed that the Tenant had a pet which was not authorized by him and as a result, I find that he is entitled to recover his reasonable carpet cleaning expenses of **\$120.75**. I further find pursuant to s. 72 of the Act that the Landlord is entitled to recover the **\$50.00** filing fee for this proceeding from the Tenant.

Conclusion

A Monetary Order in the amount of **\$3,673.67** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 25, 2010.

Dispute Resolution Officer