

DECISION

Dispute Codes MND, MNDC. FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for damage to the rental unit, for money owed or compensation for damage or loss under the Residential Tenancy Act (Act), Regulation or tenancy agreement and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on February 18, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on February 23, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the rental unit?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

This month to month tenancy started on January 21, 2009 and ended at the end of July, 2009 pursuant to a one month Notice to End Tenancy given to the tenant in June, 2009. The rental unit is a bedroom in a rooming house. The tenant shared kitchen, bathroom and other common areas with eight other tenants. The tenant paid a monthly rent of \$450.00 and a security deposit of \$225.00. No move in or move out condition inspections were completed at the start and end of the tenancy.

The landlord testifies that after the tenant moved out the landlord found damage to the rental unit. The television in the tenants room was damaged it could get sound but no picture and the landlord states that the tenant dropped it when he was moving items around in his room. The landlord has an agreement with his tenants that they will share the cost of replacing damaged items at 50% each. The landlord has provided an invoice to replace the television at \$200.00 and he seeks \$100.00 of this cost from the tenant.

The landlord also testifies that the tenant caused damage to the washing machine by overloading it. Over a period of several days the washer flooded and it was found to contain an excessive amount of the tenants' laundry. The landlord has provided an invoice for this repair to the machine at a cost of \$300.00 and seeks 50% of this cost from the tenant to a sum of \$150.00.

The landlord testifies that the tenant did not return the keys to his unit or the house at the end of his tenancy. The landlord states he had to change the locks on the tenants' room and the front door locks at a total cost of \$125.00.

The landlord claims the cost of bagging up the tenants personal belongings left in his room at the end of the tenancy. The landlord paid \$10.00 per bag for six bags, which the tenant collected six months later.

The landlord testifies that the tenant did not clean his room or carpet at the end of the tenancy. The room was left in a filthy state and the carpets appeared never to have been cleaned throughout the tenancy. The landlord had the room cleaned and used his own carpet cleaning equipment to clean the carpets twice at a total cost of \$50.00.

The landlord testifies that the tenant rented a furnished room which included queen size bed sheets and comforter. The landlord claims these were left so dirty at the end of the tenancy that they were unable to be cleaned and had to be replaced at a total cost of \$100.00.

The landlord had applied to the cost of repairing damaged wall murals in the tenants unit, however since making his application he discovered the tenant did not cause this damage and withdraws this section of his claim.

The landlord states that a previous hearing was held where the tenants' application for the return of double his security deposit was upheld and a Monetary Order was served on the landlord for the sum of \$450.00. The landlord states he has not yet paid this amount to the tenant as he had made an application for damages and compensation himself. The landlord seeks to offset the \$450.00 from any amount he is awarded at today's hearing.

The landlord has provided copies of the invoices for the television, carpets, cleaning, repairs to the washing machine, and bagging the tenants' belongings. The landlord has not provided receipts for the lock replacement and queen size sheets and comforter.

Analysis

The tenant did not appear at the hearing, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have considered the landlords evidence and verbal testimony.

With regard to the landlords claim for damage to television set and washing machine; 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.

The purpose of having both parties participate in a move in condition inspection report is to provide evidence of the condition of the rental unit at the beginning of the tenancy so that the Parties can determine what damages were caused during the tenancy. In the absence of a

condition inspection report, other evidence may be adduced but is not likely to carry the same evidentiary weight especially if it is disputed.

In this case the tenant has not disputed the landlords claim that he caused damage to the television set and washing machine. Consequently, I find the landlord has provided sufficient evidence to support this section of his claim for damages and find he is entitled to recover this replacement and repair cost from the tenant to the sum of **\$250.00**.

I find the landlord incurred additional costs in bagging up the tenants abandoned belongings. Therefore, I find the landlord is entitled to compensation for this work at \$10.00 per bag to a sum of **\$60.00**.

The landlord has testified that he had to pay someone to clean the tenants' room and clean the carpets twice due to the condition they were left in. He was able to mitigate his loss because he owns his own carpet cleaning machine. Section #1 of the Residential Tenancy Policy Guidelines refers to carpet cleaning and states:

The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

Consequently, I find the tenant did not take reasonable care of the carpets during the tenancy and must therefore reimburse the landlord for cleaning the carpets and his room to the sum of **\$50.00**.

With regards to the landlords claim for replacement costs of bed sheets and a comforter; a landlord must provide evidence to verify the actual cost of replacing these items. As the landlord has not provided evidence to support his claim for \$100.00, this section of his claim is dismissed with leave to reapply.

With regard to the landlords claim for \$125.00 to change the locks at the tenants' room and the front door I find a tenant must return the keys to the rental unit at the end of the tenancy. If the

tenant fails to do so the landlord is entitled to change the locks on the unit and seek these costs from the tenant. A landlord must provide evidence to verify the actual cost of this work. As the landlord has not provided evidence to support his claim for \$125.00 this section of his claim is dismissed with leave to reapply.

The landlord seeks to offset the amount of the Monetary Order made against him at the previous hearing for \$450.00. However, I am not able to change an Order made by another Dispute Resolution Officer and the Monetary Order previously issued still remains in force and effect. I suggest the landlord and tenant reach an agreement about the amounts owed to each Party.

As the landlord has been largely successful in this matter I find he is entitled to recover the **\$50.00** filing fee paid for his application pursuant to section 72(1) of the Act. A Monetary Order has been issued to the landlord pursuant to section 67 of the Act for the following amount:

Repair and replacement costs for the television and washing machine	\$250.00
Carpet cleaning	\$50.00
Filing fee	\$50.00
Total amount due to the landlord	\$410.00

Conclusion

I HEREBY FIND in partial favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$410.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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: June 01, 2010.

Dispute Resolution Officer

