

DECISION

Dispute Codes MND, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for damage to the unit, site or property, and to recover the filing fee from the tenant for the cost of this application.

Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on February 17, 2010, neither tenant attended the conference call hearing.

The agents for the landlord gave affirmed testimony.

Issues(s) to be Decided

Is the landlord entitled to a monetary order for damage to the unit, site or property?

Background and Evidence

This month-to-month tenancy began on May 1, 2007 and ended on March 31, 2008. Rent in the amount of \$326.00 was payable on the 1st day of each month, and there are no rental arrears. The landlord did not collect a security deposit from the tenants.

The landlord's agents testified that the tenants gave proper notice before vacating the rental unit however neither tenant attended for the move-out condition inspection. Copies of the move-in condition inspection report and the move-out condition inspection report were provided in advance of the hearing, as well as photographs of the unit, which the landlord's agents testified are true images of the condition of the unit when the tenants moved out. The landlord has also provided a copy of a letter that the agents testified was sent by regular mail to the tenants on March 10, 2008, which offers two different dates to the tenants to complete the move-out condition inspection. The

agents further testified that no response was received by the tenants, and the landlord's agent posted a Notice of Final Opportunity to Schedule a Condition Inspection on the door of the residence one week prior to the end of the tenancy, which proposes April 1, 2008 to conduct that inspection. An error appears on that notice, in that it stated 9:30 a.m., but the time was crossed out and a new time of 1:20 was written into the notice, but the a.m. box is still ticked. No response was received by the landlord from the tenants.

The landlord has provided copies of invoices for general cleaning of the apartment and carpet cleaning. The landlord is only claiming 50% of the carpet cleaning bill because the agent used a Truck Mount system which is more expensive than other carpet cleaning services, but the Truck Mount system is more efficient and does a better job. The agent testified that she preferred to give the tenant the benefit of the doubt and is claiming \$34.13 of the \$68.25 invoiced. The landlord also provided an invoice in the amount of \$616.88 for general cleaning but is claiming \$400.00 plus GST in the amount of \$20.00 because the invoice includes stripping and waxing the floors, for which the landlord does not feel the tenant is responsible for.

Analysis

Firstly, dealing with the time for filing a claim for damages, I find that the landlord's application for dispute resolution was filed on February 16, 2010, and therefore the application is within the time allowed, being 2 years from the date that the damage claim exists.

I further find that the error in the Notice of Final Opportunity to Schedule a Condition Inspection is an obvious error, and that the tenants have not be prejudiced by the error because they would not have attended at 1:20 a.m. or believe that the landlord's agents would attend at that time. Further, the tenants did not respond to either notice, and therefore, I find that the landlord did provide two opportunities to conduct the inspection as required under the *Act*.

With respect to the claim for cleaning the unit after the tenants had vacated, I find that the landlord has provided sufficient evidence to support the claim in the amount of \$454.13 as against the tenants.

The landlord is also entitled to recover from the tenants the cost of filing the application in the amount of \$50.00.

Conclusion

I grant the landlord a monetary order under section 67 for the amount due of \$504.13. This order may be filed in the 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: June 16, 2010.

Dispute Resolution Officer