



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation under the Act and the tenancy agreement for cleaning and painting the rental unit, an order to retain the security deposit in partial satisfaction of the claim, and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on April 14, 2010, and deemed under the Act to be received on April 19, 2010, the Tenant did not appear. I find the Tenant was duly served in accordance with the Act.

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

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlord, I find that the parties entered into a tenancy agreement which began on July 1, 2007. In August of 2007, the Tenant requested from, and was given permission by, the Landlord to install a clothes dryer in the rental unit.

The Tenant vacated the rental unit on or about October 31, 2009. The Landlord followed the Act and regulation in scheduling 2 different opportunities for the Tenant to participate in an outgoing condition inspection report, with the second being in writing. The Tenant failed to participate in the outgoing condition inspection report.

The Agent for the Landlord testified the Tenant did not provide a forwarding address in writing until April 7, 2010. The Landlord then filed this Application within 15 days and served the Tenant as described above.

The Landlord claims the Tenant failed to clean the rental unit to a reasonable standard and requests \$300.00 for cleaning.

The Landlord is also claiming that the Tenant vented the clothes dryer directly into the unit and this caused condensation marks on the walls, small amounts of mould in certain areas and rust marks on portions of the drywall corner bead.

Due to the dryer being vented into the rental unit and causing the alleged problems, the Landlord was required to prepare the walls and re-paint the entire rental unit and is claiming \$1,200.00 for this.

The Landlord has filed evidence to support these claims, including 122 photographs and several documents, including invoices for the work claimed for.

Analysis

Based on the uncontradicted testimony, evidence, photographs, and on a balance of probabilities, I find that the Tenant breached the Act and tenancy agreement when she did not clean the unit, or make necessary repairs such as painting, and these 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 **\$1,550.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord may keep the deposit and interest of **\$434.63** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$1,115.37**

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: August 13, 2010.

Dispute Resolution Officer