



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord, requesting monetary orders for unpaid rent, for compensation under the Act or the tenancy agreement, for damage to the rental unit, 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 June 16, 2010, and deemed under the Act to be received five days later, the Tenants did not appear.

An Agent for the Landlord appeared, 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 Tenants?

Background and Evidence

This tenancy began on February 1, 2008, with the parties entering into a written tenancy agreement. The Tenants paid a subsidized rate of rent and had provided the Landlord with a security deposit of \$450.00 on January 22, 2008.

The tenancy ended on February 28, 2010, as a result of a Notice to End Tenancy given by the Tenants to the Landlord.

The Tenants vacated the property, however, the Landlord is claiming it has incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants.

The Landlord claims as follows:

a.	Unpaid rent for February 2010	320.00
c.	Repairing bi-fold closet doors	75.60
d.	Painting the rental unit	491.40
e.	Cleaning the rental unit	260.00
f.	Replacing crisper drawers in fridge	80.00
g.	Replacing curtain rod	20.00
h.	Filing fee	50.00
	Total claimed	\$1,417.00

In evidence the Landlord provided copies of the incoming and outgoing condition inspection reports in support of the evidence regarding the condition of the rental unit before and after the Tenants had possession.

The evidence indicates the carpet was not cleaned when the Tenants vacated, that the bi-folding doors were damaged, along with the crisper drawers in the refrigerator.

The Landlord has also supplied photographs which show there was marker and pen writing on the walls in several areas of the rental unit. The Landlord had to repaint the rental unit, however, the Landlord is claiming for the depreciated value of re-painting, taking into account the last time the unit was painted. This has resulted in less of a claim against the Tenants.

There are also invoices which support the Landlord's costs of doing repairs and replacing damaged items.

Analysis

Based on the testimony, evidence, photographs and on a balance of probabilities, I find that the Tenants did not clean the unit, or make necessary repairs, and this has caused losses to the Landlord.

Furthermore, I find that the Tenants indicated in writing to the Landlord that the security deposit could be used to cover rent due to the Landlord.

I find that the Landlord has proven the condition of the rental unit before and after the Tenants vacated, and that the Landlord has suffered a loss, beyond reasonable wear and tear, due to the Tenants breaching the Act and tenancy agreement.

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.

Therefore, I find that the Landlord has established a total monetary claim of **\$1,417.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit and interest of **\$456.36** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$960.64**

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: November 01, 2010.

Dispute Resolution Officer