



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### **Dispute Codes:**

MNDC, MNR, MND

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent, compensation for damage or loss and damages to the rental unit.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that she served the Tenant with the Notice of Hearing documents within 3 days of receiving the documents from the Residential Tenancy Branch. The Landlord did not provide a copy of the registered mail receipt in evidence, and did not have the registered mail receipt in order to provide the tracking number. The Landlord testified that she mailed the documents to the Tenant at her new address.

I noted that the Tenant provided documentary evidence to the Residential Tenancy Branch on October 7, 2010. The Landlord testified that the Tenant did not provide her with copies of the Tenant's evidence.

Based on the affirmed testimony of the Landlord and on the fact that the Tenant provided documentary evidence to the Residential Tenancy Branch, pursuant to the provisions of Section 71(2)(b) of the Act, I am satisfied that the Tenant was sufficiently served with the Notice of Hearing documents.

Despite being deemed served with the documents, the Tenant did not sign into the teleconference and the Hearing continued in her absence.

The Landlord testified that, since filing her Application, the Tenant has paid: the arrears in rent, except \$400.00 for the month of April; \$150.00 towards the \$200.00 cost of repairing a stained glass window; and the outstanding hydro and gas bills.

**Issue(s) to be Decided**

Is the Landlord entitled to a monetary order for unpaid rent for the month of April; the cost of shampooing the carpet; and the remainder of the cost of repairing a stained glass window?

**Background and Evidence**

The Landlord stated that the Tenant still owes \$400.00 in unpaid rent for the month of April.

The Landlord testified that the tenancy agreement included a clause that the Tenant would shampoo the carpets at the end of the tenancy. The Landlord testified that the Tenant did not shampoo the carpets at the end of the tenancy. The Landlord provided a copy of the tenancy agreement and a copy of the invoice for the cost of shampooing the carpets. The Landlord stated that the actual cost for shampooing the carpets was \$125.00 but she had estimated \$100.00 for this service, and therefore she was seeking a monetary award of \$100.00 for this portion of her claim.

The Landlord testified that the Tenant damaged a custom made stained glass window and that the Landlord had the artist repair the window. The Landlord provided a copy of the receipt for the repair of the window. The Tenant has paid \$150.00 of the \$200.00 cost for repairs, and the Landlord seeks to recover the balance of \$50.00 from the Tenant.

The Landlord testified that the Tenant had taken care of the Landlord's cat while the Landlord was away, and therefore the Landlord was deducting \$30.00 (the cost of cat food) from her total monetary claim.

### **Analysis**

Based on the undisputed testimony of the Landlord, the Landlord has established her monetary claim, as follows:

Unpaid rent for April, 2010	\$400.00
Carpet shampooing	\$100.00
Remaining amount owed for repairing window	\$50.00
Less credit for cat food	- <u>\$30.00</u>
TOTAL:	\$520.00

### **Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of \$520.00 against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (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 02, 2010.

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