



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MND, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The landlord's agent testified that they served the tenant with notice of this hearing via registered mail. The agent further testified the address was determined by receiving a credit reference and upon receipt verbal confirmation via a phone call to the tenant confirming the address.

I accept the tenant sufficiently served in accordance with the *Residential Tenancy Act (Act)* for the purposes of this hearing.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the rental unit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided a copy of the tenancy agreement showing the tenancy began on February 1, 2006 as a month to month tenancy and that the tenancy ended on November 30, 2008.

The agent provided testimony that the tenant did not attend a move out inspection but that one was completed on December 3, 2008 and as a result of that inspection the landlord required additional cleaning; carpet cleaning, window screen replacement and painting. The move out inspection report and attached photographs indicate that the entire unit required painting and cleaning, except for the kitchen sink and fridge; and missing window screening.

The landlord submitted into evidence receipts confirming each of the above noted repairs/cleaning had been completed as follows:

- General cleaning in the amount of \$300.00;
- Carpet cleaning in the amount of \$199.92;
- Window screen replacements in the amount of \$58.71; and
- Graffiti removal and painting (at 50% of actual cost) in the amount of \$2,336.25.

### Analysis

As per the documentary evidence and landlord's agent's testimony and in the absence of any evidence or testimony from the tenant I accept the condition of the rental unit was as described in the move out condition inspection report. As a result, I find the landlord incurred the costs as described in their evidence.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$2,944.88** comprised of \$2,894.88 compensation for damages and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant and 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: January 31, 2011.

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Residential Tenancy Branch