



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MND, MNR, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damages; for a monetary Order for unpaid rent; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the service address noted on the Application, on November 01, 2010. The Agent for the Landlord cited a Canada Post tracking number that corroborates this statement. The Agent for the Landlord stated that the service address noted on the Application was provided to the Landlord by the Tenant as her forwarding address. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to financial compensation for damages to the rental unit, unpaid rent, and the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord stated that this tenancy began on March 15, 2005 and ended on January 06, 2010. He stated that the Tenant was required to pay monthly rent of \$610.00 on the first day of each month during the latter portion of this tenancy.

The Agent for the Landlord stated that a condition inspection report was completed at the beginning of this tenancy, a copy of which was not submitted in evidence.

The Agent for the Landlord stated that a condition inspection report was completed at the end of the tenancy, on January 11, 2010, however it was not signed by the Tenant. The Agent stated that the Tenant was not provided with written notice that the

inspection was going to be completed on that date as the Tenant had abandoned the rental unit.

The Agent for the Landlord stated that the Tenant occupied the rental unit on January 01, 2010 but did not pay rent when it was due for January. The Landlord is seeking compensation, in the amount of \$610.00 for rent from January.

The Landlord is seeking compensation, in the amount of \$361.27, for the cost of removing property from the rental unit that was left behind by the Tenant. The Landlord submitted a receipt to show that the Landlord paid this amount to remove property from the rental unit. The Agent for the Landlord does not know what type of property was left behind by the Tenant.

The Landlord is seeking compensation, in the amount of \$224.70, for cleaning the carpet. The Condition Inspection Report completed at the end of the tenancy indicates that the carpets needed cleaning. The Landlord submitted a receipt to show that the Landlord paid this amount to clean the carpet.

The Landlord is seeking compensation, in the amount of \$120.00, for cleaning the rental unit. The Condition Inspection Report completed at the end of the tenancy indicates that the unit needed cleaning. The Agent for the Landlord stated that the building manager spent twelve hours cleaning the unit.

The Landlord is seeking compensation, in the amount of \$163.00, for removing wallpaper that had been installed by the Tenant and for the cost of putting an extra coat of paint over the red paint that the Tenant had applied in the kitchen. The Condition Inspection Report completed at the end of the tenancy indicates that the red paint and wall paper had been applied. The Landlord submitted a receipt to show that they paid a company to paint the rental unit, and that they paid an additional \$163.00 for an extra coat of paint to cover the red paint and to remove the wallpaper.

The Landlord is seeking compensation, in the amount of \$61.99, for painting the rental unit, which was last painted in 2005. The Landlord submitted a receipt to show that they paid \$1,473.26 to repaint the unit, which included the additional \$163.00 paid for an extra coat of paint to cover the red paint and to remove the wallpaper.

The Landlord applied for compensation of \$96.84 to replace floors in the rental unit. The Agent for the Landlord could not explain why the Landlord is seeking compensation in this amount, although he knows the Landlord paid \$2,930.35 to replace the flooring.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Landlord and the Tenant entered into a tenancy agreement that required the Tenant to pay monthly rent of \$610.00 on the first day of each month

during the latter portion of the tenancy; that the tenancy began on March 15, 2005; and that the tenancy ended on January 06, 2010.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant did not pay rent of \$610.00 that was due on January 01, 2010. As her tenancy agreement required her to pay rent on the first day of each month and she occupied the rental unit on January 01, 2010, I find that she must pay the Landlord \$610.00 in rent for that month.

Based on the evidence provided by the Landlord, specifically the receipt, and in the absence of evidence to the contrary, I find that the Tenant left property in the rental unit. I find that the Tenant failed to comply with section 37(2) of the *Act* when she did not remove all of her property from the unit at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$361.27 for removing the property.

Based on the evidence provided by the Landlord, specifically the Condition Inspection Report completed at the end of the tenancy, and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she did not clean the carpets at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$224.70 for cleaning the carpet.

Based on the evidence provided by the Landlord, specifically the Condition Inspection Report completed at the end of the tenancy, and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the time the building manager spent cleaning the unit. I find that the Landlord's claim of \$120.00 for the 12 hours spent cleaning the rental unit is entirely reasonable, and I find that the Tenant must pay this amount to the Landlord.

Based on the evidence provided by the Landlord, specifically the Condition Inspection Report completed at the end of the tenancy, and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to remove the wall paper she applied and she failed to cover the red paint she applied. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances was \$163.00 for removing the wall paper and one additional coat of paint where the walls had been painted red.

The Residential Tenancy Policy Guidelines show that the life expectancy of interior paint is four years. The evidence shows that the rental unit was painted in 2005 and had, therefore exceed the life expectancy of interior paint. I therefore find that the rental unit needed to be repainted and that the Tenant is not responsible for the costs of

repainting the unit, with the exception of the \$163.00 that has been awarded. On this basis, I dismiss the Landlord's claim for any other painting costs.

In the absence of evidence to establish that the Tenant damaged the floors in the rental unit, I dismiss the Landlord's claim for compensation of \$96.84 for replacing flooring in the unit.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,528.97, which is comprised of \$610.00 in unpaid rent, \$868.97 in damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,528.97. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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*.

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Dated: January 26, 2011.

Residential Tenancy Branch