



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, MND, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution for an Order for damage to the unit and to recover the filing fee for the Application.

The Landlord provided evidence that the Tenant was served a notice of the hearing in person, on October 19, 2010. I was satisfied the Tenant was properly served with the notice of hearing in accordance with the requirements of the *Residential Tenancy Act* and the hearing proceeded without the Tenant present.

The Landlord's Agent appeared, gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order for monetary relief?

Background and Evidence

The Landlord's Agent testified to the following relevant facts concerning the tenancy; the tenancy began August 1, 2009 and ended October 31, 2010. Monthly rent was \$510.00.

The Landlord is seeking compensation for carpet replacement, which was brand new when the Tenant moved in, in the amount of \$1,711.25, for the second coat of paint, in the amount of \$386.74, for a general cleaning of the rental unit, in the amount of \$210.00 and the filing fee.

The Landlord provided documentary evidence of the damage, and testified that the Tenant damaged the rental unit beyond the amounts listed in the evidence package.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

At the end of a tenancy, the tenant must leave the rental unit reasonably clean. Based on the unopposed testimony of the Landlord's Agent, and documentary evidence, I am satisfied that the Tenant did not meet her obligation to leave the rental unit reasonably clean and further, damaged the rental unit. Therefore, since the Landlord has substantiated the costs incurred to replace the carpet, provide a second coat of paint and general cleaning

I will not depreciate the carpet for useful life, as the Landlord has proven, but did not claim, for linoleum damage.

I find the Landlord has established a monetary claim of **\$2,357.99**, comprised of \$1,711.25 for carpet replacement, \$386.74 for a 2nd coat of paint, \$210.00 for cleaning and \$50.00 for the filing fee.

The Landlord is provided a **Monetary Order** for **\$2,357.99** and may file it in Provincial Court (Small Claims) to enforce it as an Order of that court.

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$2,357.99**.

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: February 14, 2011.

Residential Tenancy Branch