



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for a monetary Order for unpaid rent and damage to the rental unit, to retain all or part of the security deposit, and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on November 17, 2010 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant via registered mail at the address noted on the Application. The tenant's daughter had told the landlord that her mother was moving to the daughter's address. During the hearing the landlord checked the Canada Post web site and testified that the record showed that on December 1, 2010, the tenant had signed, accepting the registered mail.

These documents are deemed to have been sufficiently served in accordance with section 71(2) of the Act; however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent and damage to the rental unit?

May the landlord retain the deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced in May 2008; a deposit in the sum of \$675.00 was paid on May 9, 2008. Rent was \$1,350.00; reduced to \$1,290.00, due on the first day of each month.

The tenant gave written Notice as required by the Act and moved out on October 31, 2010.

The tenant's October 2010, rent cheque was returned as NSF; the landlord provided a copy of the tenant's ledger as evidence of the charge of \$25.00 as per the tenancy agreement which was submitted as evidence.

The landlord supplied a series of photograph taken immediately after the tenant vacated which show the unit to be dirty and not reasonably clean. The tenant did not attend the October 31, 2010, condition inspection and a copy of a final Notice given, for a November 1, 2010, inspection was supplied as evidence. The tenant did not attend that scheduled inspection.

A copy of the inspection report submitted by the landlord indicated that the unit required cleaning, at a cost of \$200.48.

The landlord is claiming \$414.40 for painting as the tenant had painted the upper portions of some of the walls. The unit had last been painted in 2008; prior to the tenant moving into the home. The landlord stated the painting cost over \$1,000.00; a copy of a receipt verifying the cost was not submitted as evidence.

Analysis

In the absence of evidence to the contrary, I find that the tenant has not paid rent in the amount of \$1,290.00 for October, 2010, and that the landlord is entitled to compensation in that amount.

Based on the photographic evidence and the obvious need for cleaning, I find that the costs claimed for cleaning is reasonable and that the landlord is entitled to compensation in the sum of \$200.48. Section 37(2) of the Act requires a tenant to leave a rental unit in a reasonably clean condition; from the evidence before me, I find that the tenant failed to meet this requirement.

Residential Tenancy Branch policy suggests that a rental unit should be painted once every 4 years; I find this to be a reasonable stance. In the absence of a receipt verifying the painting costs claimed and, given the age of the paint in the unit I dismiss the claim for painting.

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

I find that the landlord is entitled to retain the tenant's security deposit plus interest, in the amount of \$681.56, in partial satisfaction of the monetary claim.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$1,565.48, which is comprised of \$1,290.00 October, 2010, rent; cleaning costs in the sum of \$200.48; a NSF fee of \$25.00 and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit plus interest, in the amount of \$681.56, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of **\$883.92**. 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.

Dated: March 16, 2011.

Residential Tenancy Branch