



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for damage to the unit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent to the tenant's forwarding address on November 25th, 2010. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

Background and Evidence

Pursuant to a written agreement, the fixed term tenancy was based on a one year lease starting on November 15th, 2009. The monthly rent was \$2000.00 and the tenant paid \$1000.00 as security deposit, \$200.00 as deposit for 2 fobs and \$50.00 as deposit for the front door key. A condition inspection report was completed at the start of the tenancy.

The landlord testified that the tenant left on November 15th, 2010, and that the parties agreed to complete a move-out condition inspection report the next day. The landlord stated that on November 16th, 2010 the tenant arrived with a friend and that they wanted more time to work in the unit. She stated that the tenant became aggressive, pushed the landlord, and that as the landlord called the police the tenant left the building. She stated that the police directed her not to have any further contact with the tenant. She stated that since a move-out condition inspection report could not be completed with the tenant, she found a camera and took photographs. In her documentary evidence, the landlord provided 64 colour pictures, showing that the tenant did not clean the unit, that he left personal belongings or garbage behind, and that he caused minor damage to the walls and carpet throughout the suite.

The landlord submitted receipts for the following repairs:

- New electrical fixture: \$ 100.00
- Wall and door repairs: \$ 700.00
- Mail box repair: \$ 100.80
- Cleaning: \$ 336.00
- Sub-total: \$1236.80

The landlord also claimed the following without receipts:

- 2 fobs for a gate: \$200.00
- 1 fob for the elevator: \$ 50.00
- Front door keys: \$ 55.00
- Sub-total: \$ 305.00
- Grand total: \$1541.80

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. Based on the landlord's evidence, I am satisfied that the tenant did not comply with Section 37. The landlord supported her claim with receipts for the sum of \$1236.80. The landlord stated that she kept the tenant's \$200.00 deposit for the fobs and the \$50.00 deposit for the door key. In the absence of receipts for these claims I authorize the landlord to keep the combined sum of \$250.00 in deposits as partial satisfaction for this portion of the landlord's claim.

Conclusion

The landlord established a claim of \$1236.80. Since she was successful, she is entitled to recover the \$50.00 filing fee for a claim totalling \$1286.80. I authorize the landlord to keep the tenant's \$1000.00 security deposit and pursuant to Section 67 of the Act, I grant the landlord a monetary order for the balance of \$286.80. This Order may be registered in the 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*.

Dated: April 04, 2011.

Residential Tenancy Branch