



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, 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 agents. The tenant did not attend.

The landlord provided confirmation that the tenant was served via registered mail on December 12, 2010 to the address provided by the tenant on December 1, 2010.

I accept the tenant was served sufficiently 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 unpaid rent; for damage and cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on March 1, 2009 as a 1 year fixed term converting to month to month tenancy on March 1, 2010 for a monthly rent of \$850.00 due on the 1st of the month and a security deposit of \$425.00 was paid.

The landlord testified the tenant failed to pay rent and indicated that she had been robbed. The landlord did not end the tenancy at that time but stated that they discovered on or before August 7, 2010 that the tenant had left the rental unit without any notice to end the tenancy. The landlord is seeking rent in the amount of \$1,700.00.

The landlord testified the rental unit required cleaning particularly the stove and range hood; the floors and fridge; cupboards, counter tops and sink; the windows and sills; tracks and frames and the bathroom tub, tiles toilet sink and floors; as well as carpet cleaning. The landlord is seeking compensation in the amount of \$200.00 for cleaning and carpet cleaning.

The landlord further testified the rental unit had been painted fully prior to the previous tenant to this tenant. The landlord stated he was unsure how long the previous tenant was in the unit but thought it was about 2 years. The landlord had the unit fully painted. The landlord is seeking \$255.00 for painting.

Analysis

In the absence of any evidence or testimony for the tenant, I accept the tenant failed to pay rent for the months of July and August 2010 and therefore remains responsible for its payment.

I also accept the tenant failed to comply with Section 37 of the Act leaving the rental unit reasonably clean and undamaged except for wear and tear. I therefore find the landlord is entitled to the amount requested for cleaning of \$200.00.

Residential Tenancy Policy Guideline 37 lists the useful life of an interior paint job as 4 years. At the time the tenancy ended and according to the landlord's testimony the last time the unit was painted had been 3 years previous. As such, while I find the landlord is entitled to some compensation for painting, I discount the total amount claimed by 75% as the unit was nearly due to be painted according to the Guideline. The amount of compensation I find the landlord entitled to for painting is \$63.75.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,013.75** comprised of \$1,700.00 rent owed; \$200.00 cleaning and carpet cleaning; \$63.75 for painting and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$425.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,588.75**. 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: April 14, 2011.

Residential Tenancy Branch