



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and utilities, damages to the rental unit and compensation for damage or loss; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the Tenant's forwarding address on January 18, 2011. The Landlord provided a copy of the registered mail receipt and tracking number in evidence. The rental unit is in a subsidized housing building. The Landlord's agent testified that the Landlord learned of the Tenant's forwarding address by searching a data base for subsidized housing. The Landlord determined that the Tenant had moved into a rental unit in another subsidized building and provided a copy of the printout of the search in evidence. The Landlord's agent stated that the Notice of Hearing documents were returned, unclaimed. The Landlord's agent testified that the documents were sent again to the same address, via registered mail, on April 15, 2011, together with the Landlord's documentary evidence. The Landlord's agent testified that this time, the Tenant accepted delivery of the documents. The Landlord's agent provided the tracking number. The Canada Post tracking system indicates the documents were received by the Tenant on April 18, 2011.

I am satisfied that the Tenant was duly served with the Notice of Hearing documents and copies of the Landlord's documentary evidence. Despite being served with the

Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent and utilities, damages to the rental unit and the cost of cleaning the rental unit at the end of the tenancy?

Background and Evidence

The Landlord's agent gave the following testimony and evidence:

This tenancy began on February 1, 2007. At the end of the tenancy, subsidized monthly rent was \$590.00, due the first day of each month. The Tenant did not pay rent for the month of July, 2010, and moved out of the rental unit on July 15, 2010, without providing the Landlord with the required one month's notice. The Tenant paid a security deposit in the amount of \$450.00 on January 18, 2007.

The Tenant left a lot of garbage at the rental unit and did not clean it or shampoo the carpets at the end of the tenancy. In addition, the Tenant damaged 12 doors, most walls, and some bathroom fixtures. The Tenant did not return her keys and removed the draperies from the rental unit. The Tenant did not pay her electric bill for the month of July, 2010. The Landlord provided a copy of the move-in/move-out Condition Inspection Report, photographs for the rental unit, and bills and invoices. The Tenant did not participate at the move-out inspection.

The walls were damaged beyond normal wear and tear and had to be patched, repaired and repainted. The total cost of repairing and painting the walls was \$1,176.00, but the Landlord is seeking a reduced amount in recognition that the walls were due to be painted in another 18 months.

The Landlord is seeking a monetary award, as follows:

Unpaid rent for July, 2010	\$590.00
Unpaid utilities	\$29.74
Cost to steam clean carpet	\$162.40
Cost to replace missing drapes	\$808.64
Cost to repair toilet and shelf brackets	\$58.05
Cost to replace 2 broken fridge crisper drawers	\$120.85
Cost to replace shower rod and towel holder	\$33.20
Cost to replace 12 damaged doors	\$1,437.74
Cost to install new doors	\$150.00
Cost to replace broken light fixture	\$14.10
Cost of repairing and painting walls	
(Landlord claiming depreciated amount)	\$352.80
Cost to remove garbage and clean unit	\$560.00
Cost to replace 6 keys	<u>\$30.00</u>
TOTAL AMOUNT CLAIMED	\$4,347.52

Analysis

Based on the undisputed testimony of the Landlord's agent; the photographs provided in evidence; the copies of invoices and receipts provided in evidence; and the remainder of the Landlord's documentary evidence, and in the absence of any evidence at all from the Tenant, I find that the Landlord has established its monetary claim in its entirety.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit, together with accrued interest in the amount of \$13.28 towards partial satisfaction of its monetary award.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Damages as claimed	\$4,347.52
Subtotal	\$4,397.52
Less security deposit and accrued interest	- \$463.28
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$3,934.24

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of \$3,934.24 for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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: June 01, 2011.

Residential Tenancy Branch