



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, a monetary order for unpaid rent, money owed or compensation for damage or loss and recovery of the filing fee. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

Matters regarding this tenancy were heard November 2, 2010 under cross applications 763052 and 762879. In the November 2, 2010 hearing the landlord was awarded a monetary order for unpaid rent and an order of possession effective 48 hours after service upon the tenant.

The landlord testified that the address used for service of hearing documents was the address the tenant confirmed in the previous hearing and where the landlord has served the tenant with court documents related to the prior hearing.

The landlord testified that even after serving the tenant with the order of possession the tenant still did not vacate the rental unit until late November 2010. The landlord became aware that the tenant had vacated after speaking to the upstairs tenant who said the tenant had abandoned the rental unit. The landlord stated that the tenant left the rental unit in filthy condition with discarded items, broken furniture and household trash all throughout the rental unit and in the outside storage area. The landlord stated that it took two truckloads to remove all the items and trash to the dump.

The landlord stated that the tenant had left water running in the bathroom which resulted in the vanity and tiles having to be replaced and the toilet had been broken by the tenant. The state of the kitchen was so bad that the cupboard doors were removed to be sanded and re-painted, all the blinds had to be replaced, damaged face plates had to be replaced, bi-fold doors repaired and replaced, missing baseboards replaced and the rental unit had to be professionally cleaned.

The landlord in this application is seeking \$2521.40 compensation for the following:

- December 2010 rent: \$875.00
- Trash Removal: \$560.00
- Repairs and cleaning: \$1086.40

### Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for damages, compensation for damages or loss and unpaid rent and I find that the landlord has established a claim for \$2521.40.

The landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$2521.40 in damages, compensation for damages or loss and unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee.

A monetary order in the amount of **\$2571.40** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 14, 2011.

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Residential Tenancy Branch