



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage to and cleaning of the rental unit, for unpaid rent, and to recover the filing fee for the Application.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified and submitted evidence that on April 12, 2011, the Landlord served the Tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail, deemed under the Act to be received five days after mailing. Canada Post tracking information supplied by the Landlord indicates the registered mail was delivered on April 13, 2011. Despite this the Tenant did not appear at the hearing. I find the Tenant has been duly served in accordance with the Act.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began on April 1, 2005.

The Agent testified and submitted evidence that in September of 2010, the Landlord became aware that the rental unit no longer had electrical service. The Landlord was concerned about the smoke alarms in the rental unit and the safety issues arising, and provided the Tenant with a warning letter regarding the tenancy being in jeopardy.

In early October of 2010, the Landlord became aware that the unit had been abandoned by the Tenant. The Tenant had not given notice she was leaving the rental unit nor had she paid the rent for October of 2010.

The Tenant did not clean the rental unit before she vacated, according to the evidence of the Landlord. The stove, cupboards, bathroom, windows and floors all had to be cleaned.

The Agent for the Landlord testified and submitted evidence that the Tenant left food in the fridge which had turned rotten, due to the lack of power. The contamination had spread into the liner of the fridge and the fridge had to be replaced.

According to the submissions of the Landlord, the Tenant left much debris in the rental unit which had to be removed.

The Landlord submitted evidence they had to repaint portions of the rental unit with a second coat of paint due to the condition it was left in by the Tenant.

The Landlord has incurred costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims as follows:

a.	Rent for October 2010	214.00
c.	Second coat of paint	386.74
d.	Suite cleaning	260.00
e.	Removal of garbage, dump fees	216.76
f.	Filing fee	50.00
	Total claimed	\$1,909.26

In support of the claims, the Landlord has submitted photographs, statements, invoices, receipts and the incoming and outgoing condition inspection reports.

Analysis

Based on the testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached the tenancy agreement, and section 45 of the Act by failing to give the Landlord notice she was ending the tenancy, and section 37 of the Act by failing to leave the rental unit reasonably clean and undamaged.

I find the Tenant's breaches of the Act and tenancy agreement have caused losses to the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$1,909.26**, comprised of the above described amounts and the \$50.00 fee paid for this application.

This decision and order are final and binding on the parties, except as otherwise provided for in the Act.

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: July 21, 2011.

Residential Tenancy Branch