



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with cross applications by the landlord and tenant. The application by the landlord is for a monetary order damage to the unit, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee.

The application by the tenant is for money owed or compensation for damage or loss and return of the security deposit.

The tenant failed to join the conference call hearing, the landlord attended.

Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

Background and Evidence

Matters related to this tenancy were heard September 22, 2010 under file 761831. In this hearing the landlord was awarded an order of possession effective 2 days after service upon the tenant.

The landlord's counsel testified that the landlord had not been provided with the tenants forwarding address in writing prior to being served by the tenant with the hearing documents for this hearing in late March 2011. Counsel also states that he was never provided with the tenants forwarding address either verbally or in writing prior to late March 2011 when he was provided the hearing documents by the landlord.

Landlord's counsel verified that upon vacating the rental unit that the unit required extensive repairs and cleaning due to the condition it was left in by the tenant.

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

- Damages and cleaning costs \$2566.02
 - Sofa/love seat \$459.13
 - Kitchen cupboard \$220.00
 - Bathroom sink \$303.51
 - Shower curtain \$14.65
 - Bed frame caster feet \$17.80
 - Cupboard door hardware \$46.36
 - Toilet seat \$26.20
 - Two ceiling lights \$35.74
 - Repair and painting of walls \$678.87
 - Lock and key replacement \$150.91
 - Toilet roll holder \$11.08
 - Carpet cleaning \$112.00
 - Insect spray \$336.00
 - Two mattress covers \$101.77
 - Dining table repair \$25.00
 - Laundry \$27.00
- Legal fees \$3015.80
- Bailiff fees \$1783.51
- Total Claim \$7365.33**

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, cleaning costs and bailiff fees.

Section 72 of the Act addresses Director's orders: fees and monetary orders. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the landlord's claim for \$3015.80 in legal costs is hereby dismissed.

I find that the landlord has established a claim for \$4349.53 in damages, cleaning costs and bailiff fees.

The landlord is entitled to recovery of the \$100.00 filing fee.

In the absence of any submissions or testimony at the hearing from the tenant upon which to make a decision and as the landlord attended, I have dismissed the tenant's application in full with no liberty to reapply being granted.

Conclusion

I find that the landlord has established a monetary claim for \$4349.53 in damages, cleaning costs and bailiff fees. The landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$400.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$4049.53**.

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 6, 2011.

Residential Tenancy Branch