



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking a Monetary Order for damage to the unit, and to recover the cost of the filing fee from the tenant.

Although the tenant was served with the Application for Dispute Resolution and Notice of Hearing by registered mail on April 18, 2011, the tenant did not appear at the hearing. The landlord provided a copy of the registered mail receipt, showed successful delivery of the mail, testified that the mail was sent to the address at which the tenant resided and successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the tenant's absence.

The landlord's agent appeared, gave affirmed testimony, and was provided the opportunity to present his evidence orally and in documentary form.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order under sections 67 and 72 of the *Residential Tenancy Act*?

Background and Evidence

This tenancy originally began on November 1, 2001. The agent did not know the ending monthly rent, but it was income based. According to the agent, the tenant gave notice to end the tenancy on November 2009, and vacated the rental unit sometime that month.

The landlord's claim is in the amount of \$1,764.10, which includes costs of hauling in the amount of \$1,174.10, painting in the amount of \$250.00 and cleaning in the amount of \$340.00.

The landlord's agent testified and supplied photos of damage to and of the unclean state of the rental unit and receipts for the cleaning, painting and hauling of the tenant's belongings, debris and garbage left by the tenant.

The agent testified that the tenant failed to attend a move out inspection.

The agent testified that the landlord would normally provide a repainting of a rental unit, especially after a tenancy of such length, but that due to the tenant's heavy smoking and allowing cat urine on the floors, two coats of sealant were required to be applied prior to repainting. I note that the landlord sought only a small portion of the painting invoice submitted into evidence.

The agent said that the tenant left the unit in such an unclean state, it took 21 hours to clean. However, the landlord is only seeking for 18 hours of cleaning.

The landlord's photographic evidence spoke to the need for hauling of the tenant's belongings and trash.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations, the landlord in this case, has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I find the landlord provided sufficient evidence of the damage and unclean state to the rental unit caused by the tenant and that the landlord was quite reasonable in their costs claimed against the tenant. I further find that the evidence and testimony substantiates that the landlord was required to hire a hauling company and painting company to remediate the condition of the rental unit to correct the condition left by the tenant.

I find that the landlord is entitled to recover the filing fee.

I therefore find that the landlord has established a **monetary claim** in the amount of **\$1,814.10**, comprised of hauling in the amount of \$1,174.10, painting in the amount of \$250.00, cleaning in the amount of \$340.00, and the filing fee of \$50.00.

The landlord is hereby granted a monetary Order in the amount of **\$1,814.10**.

I am enclosing a monetary order for **\$1,814.10** with the landlord's Decision. This order is a **legally binding, final order**, and it may be filed in the Provincial Court (Small Claims) should the tenant fail to comply with this monetary order.

Conclusion

The landlord is granted a monetary Order for **\$1,814.10**.

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: August 05, 2011.

Residential Tenancy Branch