



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenants did not attend.

The landlord provided copies of certificates of service confirming that he served both tenants personally with the required notice of hearing documents on June 29, 2011. I accept the tenants were both served with notice of this sufficiently and in accordance with the *Residential Tenancy Act (Act)*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for compensation for damage to the rental unit; for compensation for damages or losses resulting from the tenancy; and for all or part of the security deposit, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on April 8, 2002 for a month to month tenancy that began on May 1, 2002 for a monthly rent of \$750.00 due on the 1<sup>st</sup> of each month and a security deposit of \$375.00 was paid. The landlord also provided copies of all rent increase notices to show that by the end of the tenancy the monthly rent was \$870.00. The tenancy ended on July 15, 2009.

The landlord provided a copy of a tenant ledger providing an account of rent due; municipal utility charges due and payments made, showing an outstanding balance of \$3,318.24.

The landlord testified that he understood the tenants had cleaned the carpet once in the 7 years of the tenancy and that it required cleaning at the end of the tenancy. He also testified he provided paint to the male tenant who painted the rental unit at the end of the tenancy. In addition he states that as a result of painting some furniture on the deck the deck required painting and the tenant did not complete this painting prior to vacating the rental unit.

The landlord has provided receipts for carpet cleaning - \$147.00; key cutting - \$8.02; toilet seat and hinge replacements - \$37.53; interior paint and supplies and deck paint - \$294.54; and labour to paint the deck \$210.00. The landlord also provided hydro and gas bills confirming a total owed by the tenants of \$241.09. The claim submitted by the landlord totals \$4,256.42.

### Analysis

I find the tenancy agreement outlines the amount of rent and utilities to be paid and I accept the tenant ledger provided by the landlord as an accurate accounting of the amount owed to the landlord.

In the absence of any evidence or testimony from the tenants to the contrary, I accept the landlord is entitled to his claim as outlined above regarding outstanding bills and repairs and cleaning required at the end of the tenancy.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,256.42** comprised of \$3,047.00 rent owed; \$512.33 utility charges owed; and \$697.09 for repairs and cleaning.

I order the landlord may deduct the security deposit and interest held in the amount of \$388.29 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3868.13**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: September 29, 2011.

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Residential Tenancy Branch