



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 for a monetary order for damage to the rental unit and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing in person on June 17, 2011, which the Tenant signed an acknowledgment for, the Tenant did not appear. I find the Tenant was duly served in accordance with the Act.

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.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

The Tenant gave the Landlord a Notice to End Tenancy and vacated the property, however, the Landlord is claiming it has incurred costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims \$277.50 as a portion of the cleaning fees actually incurred of \$573.50, \$56.00 for cleaning the carpets, \$85.50 to dispose of items left behind by the Tenant, \$43.68 for repairs to drywall, and \$50.00 for the filing fee for the Application.

In support of these claims, the Landlord provided correspondence, invoices, bills and photographs in evidence.

The Landlord also supplied in evidence a document signed by the Tenant on June 14, 2011, acknowledging a debt of \$462.68 owed to the Landlord. In this document, titled

“Repayment Agreement”, the Tenant agreed to repay the Landlord for the debt in monthly instalments.

During the course of the hearing, the Agent for the Landlord testified that the Tenant had made some payments and that a balance of \$382.64 was still outstanding.

Analysis

Based on the testimony, evidence, photographs and on a balance of probabilities, I find that the Tenant did not clean or make necessary repairs to the rental unit, in breach of section 37 of the Act.

I find the breaches of the Act by the Tenant have caused the Landlord to suffer a loss.

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 **\$432.64** comprised of \$382.64 owed to the Landlord and the \$50.00 fee paid for this application.

I grant and issue the Landlord an order, which may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as otherwise provided under the Act and 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 20, 2011.

Residential Tenancy Branch