



# 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 to obtain a Monetary Order for damage to the unit, site or property and to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

### Issue(s) to be Decided

1. Has the Tenant breached the *Residential Tenancy Act*, regulation or tenancy agreement?
2. Has the Landlord met the burden of proof to establish a monetary loss as a result of that breach?

### Background and Evidence

The parties entered into a month to month tenancy that began November 1, 2003 and ended June 30, 2009. Rent was payable on the first of each month in the amount of \$558.00. No security deposit was paid. A move in inspection was completed October 30, 2003 and the move out inspection was completed June 30, 2009.

The Landlord affirmed they are seeking to recover the following costs incurred as a result of this tenancy:

- \$240.00 for general cleaning of the 5 bedroom duplex that was built January 1, 1976;
- \$183.75 for the removal of debris left at the rental unit
- \$581.13 for maintenance labour costs to repair damage that was caused which included replacement of curtain rods, light holders, and closet rod ends.

The Tenant affirmed that she accepted responsibility for the charges being claimed by the Landlord and she agrees to pay. She stated that she told the man who did the move out inspection that she would make payments towards the damages and she provided him with her forwarding address at the time she moved out.

The Landlord wished to proceed with obtaining a monetary order for the \$1,004.88 claimed plus the filing fee and that they would work with the Tenant after the hearing to establish payment arrangements.

### Analysis

Section 37 (2)(a) of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

The Landlord has claimed \$1,004.88 in costs which were the result of the condition the Tenant left the rental unit in at the end of her tenancy. The Tenant did not dispute any of the charges and accepted responsibility of all of the charges. Accordingly I award the Landlord a monetary order in the amount of **\$1,004.88**.

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

### Conclusion

The Landlord's decision will be accompanied by a Monetary Order in the amount of **\$1,054.88** (\$1,004.88 + 50.00). This Order is legally binding and must be served upon the respondent Tenant.

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 28, 2011.

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Residential Tenancy Branch