



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MND, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the rental unit and to recover the fee for filing this Application for Dispute Resolution.

The female Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the service address noted on the Application, on June 09, 2011. The Landlord submitted Canada Post documentation that shows the Tenant signed for these documents on June 29, 2011. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for damage to the rental unit and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

The female Agent for the Landlord stated that this tenancy began on June 01, 2005 and that it ended on August 31, 2010.

The Landlord submitted a copy of a condition inspection report that was completed on May 26, 2005. The report is signed by the Tenant. The report indicates the rental unit was in reasonably good condition at this time.

The Landlord submitted a copy of a condition inspection report that was completed on August 31, 2010 2005. The report is not signed by the Tenant. The report indicates the rental unit required significant cleaning; that the living room carpet and the carpet on the stairs needed replacing; that one bedroom window screen was missing; and another window screen was damaged.

The Landlord submitted a letter, dated August 04, 2010, in which the Tenant was provided with two opportunities to participate in the move-out inspection. The female Agent for the Landlord stated that the Tenant did not attend on either occasion.

The Landlord submitted photographs that show the rental unit required cleaning and that the carpet in the living room and on the stairs was extremely dirty.

The female Agent for the Landlord stated that building manager spent 18 hours cleaning the rental unit, for which the Landlord is seeking compensation of \$200.00.

The female Agent for the Landlord stated that the carpet required replacing as it was too dirty to clean. The Landlord submitted a receipt to show that it paid \$1,450.40 to replace the carpet. The Agent for the Landlord stated that the carpet in the rental unit was approximately 8.5 years old and that the Landlord is only seeking compensation for 15% of the cost of replacing the carpet, which is \$217.56.

The Landlord submitted a receipt to show that it paid \$64.51 to replace the window screen. The male Agent for the Landlord stated that the screen was replaced in 2010.

The female Agent for the Landlord stated that the Tenant asked to have her locks changed for personal reasons; that the locks were changed on June 21, 2010; and that the Tenant did not pay the \$34.00 fee for changing the lock.

### Analysis

On the basis of the evidence submitted by the Landlord, in particular the photographs and the condition inspection reports, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean condition at the end of the tenancy and when she failed to repair and/or replace the window screens in two bedrooms. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*.

I find that the Landlord's claim of \$200.00 for cleaning the rental unit is reasonable; that the pro-rated claim of \$217.56 for replacing the carpet is reasonable; and the claim of \$64.51 to replace/repair the screens is reasonable.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

On the basis of the female Agent for the Landlord's testimony, I find that the Tenant asked to have her locks changed shortly before this tenancy ended and she is, therefore obligated to pay a \$34.00 fee for this service, which I find is a reasonable amount.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$566.07, which is comprised of \$482.07 in damages; \$34.00 to change the locks; and \$50.00 in compensation for the cost of filing this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the amount \$566.07. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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 12, 2011.

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Residential Tenancy Branch