



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, a monetary order for unpaid rent and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The tenant was directly served with the application for dispute resolution and notice of review hearing by the Residential Tenancy Branch. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

The landlord testified that the tenant had taken over renting the entire house after his girlfriend vacated and was responsible for sub-letting the property from March 2005 until April 2011 at a total rent of \$1350.00 per month. The landlord stated that he returned the prior tenant's security deposit to her and did not hold a security deposit for the new tenant.

The landlord stated that when the tenant vacated the rental unit there was a total of \$16,200.00 in unpaid rent owed to the landlord. The landlord said that the rent was typically short every month by \$350.00 to \$1050.00 dollars with the tenant taking rent from the sub-let tenants but not paying the rent in full to the landlord.

The landlord stated that after the tenant vacated the rental unit the landlord discovered that the house and yard were in total ruin and the landlord spent \$8472.26 in repairs to bring the property back to rentable condition.

The landlord stated that he had to have the entire rental property re-painted, replaced 18 window blinds, replaced the dishwasher, closet doors were damaged, a ceiling fan

damaged, the carpet replaced, the walls had to be repaired and he had to have the rental unit thoroughly cleaned as it was left in filthy condition. The landlord also paid \$528.00 in disposal fees to have the damaged items removed from the property.

The landlord in this application is seeking \$24,672.26 compensation for damages and unpaid rent.

Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for damages to the rental property and unpaid rent.

There was some confusion around the receipts submitted by the handyman that completed much of the work and the landlord acknowledged in this hearing that he had paid the handyman a total of \$4719.68. The balance of the landlord's claim for damages is a total of the receipts submitted in to evidence by the landlord for this claim.

The landlord is entitled to a monetary order for unpaid rent however the landlord's records do not reflect an accurate accounting of the amounts owed for each month. Based on the records the landlord has submitted however I find that the landlord is entitled to compensation in the limited amount of \$5710.00 for unpaid rent.

Dump fees	\$528.00
Handyman Service	\$4719.68
Home Depot	\$842.79
Rona	\$100.96
Speedy Glass	\$102.30
Dishwasher	\$255.36
Unpaid Rent	\$5710.00
Total Claim	\$12,169.09

I find that the landlord has established a claim for \$12,169.09 in damages and unpaid rent.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$12,169.09 in unpaid rent and damages. The landlord is also entitled to recovery of the \$100.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$12,269.09**.

If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: October 18, 2011.

Residential Tenancy Branch