



Dispute Resolution Services

Page: 1

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.

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.

The Agent for the Landlord testified that the Tenant was served with the Notice of Hearing, the Application and the Landlord's evidence by registered mail, sent on July 27, 2011. Under the Act mail sent this way is deemed served five days later. Despite this the Tenant did not appear at the hearing. I find the Tenant has been duly served in accordance with the Act. I further note that failure or neglect to pick up registered mail is not a ground for review under the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlord, I find that the Tenant vacated the rental unit October 31, 2010.

The Landlord is claiming they incurred costs to clean and repair the rental unit due to the condition it was left in by the Tenant. The Landlord is only claiming a portion of the entire bill for painting, due to damages to a wall unrepaired by the Tenant, and a portion of the hauling bill.

The Landlord claims as follows:

a.	Suite cleaning	150.00
c.	Carpet cleaning	123.20
d.	Labour to repair door	75.00
e.	Painting portion of the rental unit	400.88
f.	Filing fee	50.00
	Total claimed	\$1,135.08

In evidence the Landlord provided a copy of the tenancy agreement, incoming and outgoing condition inspection reports, acknowledgement of receipt of notice to end tenancy from the Tenant, cleaning list sent to the Tenant, photographs of the rental unit after the Tenant vacated, receipts and invoices for cleaning, hauling, carpet cleaning, labour for door repair and painting, and a demand for payment letter to the Tenant.

There was no evidence provided by the Tenant.

Analysis

Based on the uncontradicted testimony, evidence and photographs, and on a balance of probabilities, I find that the Tenant has breached section 37 of the Act.

I find the Tenant did not clean the unit or carpets, or make necessary repairs, or remove debris from the rental unit, in contravention of section 37, and this has caused losses to the Landlord

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 **\$1,135.08** comprised of the above described amounts and the \$50.00 fee paid for this application and I grant the Landlords an order under section 67 for the balance due.

This order 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: November 03, 2011.

Residential Tenancy Branch