



# 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 seeking a Monetary Order for damage to the rental unit and to recover the cost of the filing fee from the tenant.

The landlord's agent appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally and in documentary form and to make submissions to me.

The landlord testified that the tenant was served with the Notice of Hearing and Application via registered mail on July 27, 2011, and provided the tracking number as evidence. The landlord's agent testified that the tenant signed for receipt of the Notice of Hearing. Having been satisfied the landlord served the tenant in a manner that complies with section 89 of the Residential Tenancy Act (the "Act") I proceeded to hear from the landlord without the tenant present.

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 a Monetary Order for damage to the rental unit and to recover the filing fee?

### Background and Evidence

This month to month tenancy began on December 15, 2009 and ended early on December 15, 2010, when the tenant vacated the rental unit. The monthly rent was \$443.00.

The landlord's claim is in the amount of \$615.53, which includes carpet cleaning of \$106.40, painting of \$459.13 and the filing fee of \$50.00.

The landlord's agent supplied receipts for the carpet cleaning and painting, the condition inspection report, and the tenancy agreement.

The landlord's agent stated that the rental unit required two coats of paint at the end of the tenancy due to graffiti left on the walls by the tenant or her guests. The landlord's agent submitted that the tenant was not charged for the first coat of paint, but only the second coat as the damage could not be covered with the first coat.

The landlord's agent submitted that the tenant agreed that the rental unit needed 2 coats of paint, as shown by her signature on the move-out condition inspection report.

The landlord's agent also submitted that the rental unit needed a carpet cleaning after the tenant vacated, as she, the tenant, failed to have the carpet clean.

### Analysis

Based on the testimony, evidence, and a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations, the landlord in this case, has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I find the landlord provided sufficient evidence of the damage to the paint and the unclean carpet in the rental unit caused by the tenant and I therefore find that the landlord has established a **monetary claim** in the amount of **\$565.53**, for painting and carpet cleaning.

Due to their successful application, I find that the landlord is entitled to recover the filing fee of \$50.00.

### Conclusion

I find that the landlord has established a monetary claim in the amount of **\$615.53**, comprised of painting and carpet cleaning for \$565.53 and the filing fee of \$50.00.

I **grant** the landlord a monetary order pursuant to section 67 of the Act for **\$615.53**.

I am enclosing a monetary order for **\$615.53** with the landlord's Decision. This order is a **legally binding, final order**, and it may be filed in the Provincial Court of British Columbia (Small Claims) should the tenant fail to comply with this monetary order.

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: November 08, 2011.

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Residential Tenancy Branch