



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 an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on April 1, 2010 and ended on July 31, 2011. Both a move-in and move-out inspection was completed between the Parties and on the move-out report, the Tenant agreed to deductions from the security deposit for carpet and other cleaning and for damage to the mirror. It is noted that this agreement does not include any agreed monetary amounts. Pursuant to a previous decision on a dispute between the Parties, the security deposit was ordered to be retained against a monetary award to the Landlord.

The Landlord states that the Tenant left the unit with the following damages and costs:

- Unclean Carpet, cleaning cost claimed \$112.00;
- Cracked hallway mirror, replacement cost claimed \$200.48;
- Some cleaning to the unit, cleaning cost claimed \$80.00;
- Damage to stove element trays, replacement cost claimed \$32.44; and
- Painting of two rooms as per prior mutual agreement, cost claimed \$196.00.

Analysis

Section 37 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. Given the agreement of the Tenant on the move-out report in relation to the mirror and carpet, and considering the reasonable costs claimed, I find that the Landlord is entitled to the amounts of **\$112.00** and **\$200.48**. Given the agreement of the Tenant on the move-out report in relation to the cleaning, noting the minor cleaning indicated on the move-out report and considering that the costs claimed are out of proportion to the tasks undertaken, I find that the Landlord is entitled to a reduced amount of **\$60.00**. Given the photos of the damages to the stove element trays, I find that the Landlord is entitled to the amount of **\$32.44**. Given the mutual agreement on the painting of the two rooms in the unit and considering the reasonable amount claimed, I find that the Landlord is entitled to the amount of **\$196.00**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$650.92**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **\$650.92**. If necessary, this order may be filed in the 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: December 05, 2011.

Residential Tenancy Branch