



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rents, for damage or cleaning of the rental unit, for compensation under the Act and the tenancy agreement, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

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.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on November 7, 2011 and deemed under the Act to be served five days later, the Tenant did not appear. The Landlord also sent the Tenant a copy of her evidence and an amended Application on January 16, 2012. I find the Tenant has been served in accordance with 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

The Landlord testified that the Tenant telephoned her on October 28, 2011, and informed her she was vacating the rental unit on October 31, 2011.

The Tenant vacated the property, however, the Landlord incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord provided photographs of the walls that the Tenant allegedly damaged. The pictures indicate deep gouges, scratches, large holes with fasteners left in them and large scuff marks.

The Landlord also provided photographs of the toilet bowl, which had deep scratches into the porcelain. There are also photographs of the same portions of the rental unit after cleaning and repairing.

The Landlord provided a copy of the tenancy agreement, plus receipts and invoices, in evidence in support of the monetary claims.

The Landlord claims as follows:

a.	Loss of rent for November 2011	\$750.00
c.	Fix scratches in toilet bowl	\$150.00
d.	Remove items and garbage left behind by Tenant	\$50.00
e.	Replace lock for door	\$44.00
f.	Postage and pictures	\$23.26
g.	Filing fee	50.00
	Total claimed	\$1,917.26

The Tenant provided no evidence.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached section 37 of the Act by failing to make repairs to the rental unit prior to vacating, and section 45 of the Act by failing to give the Landlord the required Notice to End Tenancy.

I find the Tenant did not make necessary repairs to the rental unit, or remove all her garbage and items, or return the door keys and these have caused losses to the Landlord.

Furthermore, I find that the Tenant failed to give the one month of Notice required under the Act and the Landlord has suffered a loss of rent for one month.

I note that the cost of postage and providing photographs are not recoverable, as these were in preparation for the Landlord's claim. I dismiss these portions of the Landlord's Application.

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 the breaches by the Tenant have caused the Landlord to suffer a loss in the amount of **\$1,894.00**, comprised of the above described amounts, less the \$23.26 not allowed.

I order that the Landlord may retain the deposit of **\$425.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,469.00**.

This order must be served on the Tenant and 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 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: January 24, 2012.

Residential Tenancy Branch