



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Tenant: MNSD, MNDC
 Landlord: MND, FF

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit and for compensation for damage or loss under the Act or tenancy agreement. The Landlord applied for compensation for cleaning and repair expenses and to recover the filing fee for this proceeding.

The Tenant did not dial into the conference call and did not provide any evidence in support of his application and as a result, his application is dismissed with leave to reapply. The Landlord, K.B., said he served the Tenant with the Landlords' Application and Notice of Hearing (the "hearing package") on December 16, 2011 by registered mail. According to the Canada Post online tracking system, the Tenant received this mail on December 21, 2011. Based on the evidence of the Landlords I find that the Tenant was served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Are the Landlords entitled to compensation for cleaning and repair expenses?

Background and Evidence

This tenancy started on March 1, 2011 and ended on November 30, 2011 when the Tenant moved out. Rent was \$885.00 per month payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$460.00 at the beginning of the tenancy.

The Parties completed a condition inspection report at the beginning of the tenancy. The Landlord's agent said she also did a move out inspection with the Tenant at the end of the tenancy but did not complete the condition inspection report until a later date so it was not signed by the Tenant. The Landlord's agent admitted that she did not give the Tenant a copy of the move out condition inspection report until the Tenant was served with the Landlords' evidence package on February 16, 2012.

The Landlords claim that the rental unit required additional cleaning, that 2 blinds were missing and that a window was damaged at the end of the tenancy. The Landlords said the condition inspection report shows that there were blinds at the beginning of the tenancy and that the window was not damaged. The Landlords provided receipts for spot cleaning of \$40.00 and for blind replacement and installation of \$131.13. The Landlords also provided an estimate to replace the window in the amount of \$350.00.

Analysis

Section 37 of the Act says that at the end of a tenancy, a Tenant must leave a rental unit reasonably clean and undamaged except for reasonable wear and tear.

Section 35 of the Act requires a Landlord to complete a condition inspection report with the Tenant at the end of the tenancy and for both parties to sign it. Section 35 also requires a Landlord to provide the Tenant with a copy of the condition inspection report no later than 15 days after the tenancy ends. I find that the Landlords did not comply with s. 35 of the Act in any of these respects and therefore I do not give it a lot of weight.

However, based on the oral and other documentary evidence submitted by the Landlords and in the absence of any contradictory evidence from the Tenant, I find that the Landlords are entitled to recover cleaning expenses of \$40.00, blind replacement expenses of \$131.13 and window replacement expenses of \$350.00. As the Landlords have been successful in this matter, I also find that they are entitled pursuant to s. 72 of the Act to recover from the Tenant the \$50.00 filing fee they paid for this proceeding.

Conclusion

The Tenant's application is dismissed with leave to reapply. A Monetary Order in the amount of **\$521.12** has been issued to the Landlords and a copy of it must be served on the Tenant. 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: February 28, 2012.

Residential Tenancy Branch