



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, 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;
2. A Monetary Order for unpaid rent – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenants were 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 appear. 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 of a furnished home began on February 1, 2009 and ended on May 1, 2010. No written tenancy agreement was entered into between the Parties. Rent of \$2,000.00 was payable monthly on the first day of each month. No security deposit was taken. The Tenants were told that no pets were allowed however the Landlord later discovered that the Tenants had three large dogs and 2 cats. The Tenants were also required to maintain the lawn, gardens and property line.

The Tenants failed to pay rent for a period of seven months from October 2009 to April 2010 and the Landlord claims \$1,400.00. The Tenant failed to pay for utilities to June 2009 and claim the amount of \$564.00.

The Tenants left the unit unclean and damaged. Photos were provided as evidence of the state of the unit following the Tenant's departure. The Landlord claims the following damages:

- broken glass door and a cat door cut into another door, claim \$650.00, estimate of cost provided;
- three damaged cedar trees, claim \$250.00, estimate for replacement costs provided;
- dirty and stained carpet, claim \$1,032.00 for supply costs, receipts provided, no claim for labour completed by Landlord;
- window cleaning, claim \$200.00, no invoice or receipt provided;
- clean up of property line, claim \$136.00, labour completed by Landlord;
- repair and paint damaged walls, claim for materials \$450.00, receipts provided, no claim for labour completed by Landlord;
- damaged lawn and gardens, claim for materials \$699.00, receipts provided, no claim for labour completed by Landlord;
- damage to 30 year old newly upholstered sofa, chair and ottoman, claim for replacement cost \$1,500.00, estimate provided.

The Landlord states that the Tenants pawned the Landlord's portable compressor and a set of golf clubs and claims their value as determined by provided estimates in the total amount of \$475.00. The Landlord states that the Tenants sold the Landlord's vintage guitar to an unknown person and claims its value as determined by provided estimates in the amount of \$4,000.00. It is noted that the estimate provided by the Landlord sets the upper amount at \$3,600.00.

The Landlord states that the Tenants have been reported to the police in relation to the Landlord's property that was pawned and sold by the Tenants and that theft charges have been laid.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established. Given the undisputed and corroborated evidence of the Landlord, I find that the Landlord has substantiated losses and costs as claimed with the exception of the window cleaning. I find therefore that the Landlord is entitled to \$24,156.00. The Landlord is also entitled to recovery of the \$100.00 filing fee for a total entitlement of **\$24,256.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **\$24,256.00**. 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: March 22, 2012.

Residential Tenancy Branch