



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 Landlord and Tenant were each 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 October 1, 2011 and ended on December 31, 2011. The Tenant moved out of the unit around December 20, 2011. The Parties completed a move-in condition inspection and report on October 1, 2011. The Landlord provided the Tenant with two opportunities to complete a move-out inspection by posting the opportunities on the door. The Landlord does not recall the date that this was posted on the Tenant’s door. The Tenant did not participate for a move-out inspection and the Landlord completed the inspection. The Tenant left the unit unclean and did not clean the carpets. The tenancy agreement signed on September 15, 2011 includes a section on the last page of the tenancy agreement that indicates smoking is not allowed in the unit. The Tenant smoked in the unit as noted by ashes on the floor of the unit and in the

bathroom, as well as discoloration of the walls. The Landlord claims \$166.50 for cleaning the unit, including washing of all walls in the unit and \$78.40 for cleaning the carpet.

Analysis

Section 37 of the Act requires a tenant, upon vacating the rental unit, to leave the unit reasonable clean and undamaged except for reasonable wear and tear. Section 21 of the Regulations provides that a duly completed inspection report is evidence of the condition of the rental property, unless either the landlord or tenant has a preponderance of evidence to the contrary. Given the evidence contained in the inspection report and the undisputed evidence of the Landlord at the Hearing, I find that the Landlord has substantiated on a balance of probabilities that the Tenant failed to clean the unit, including the carpets and that the Tenant smoked in the unit causing the walls and carpet to be unreasonably odorous. Accordingly, I find that the Landlord is entitled to the costs claimed in the total amount of \$244.90. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$294.90.

Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **\$294.90**. 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 21, 2012.

Residential Tenancy Branch