Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNR, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, for damages to the rental unit and to recover the filing fee for the Application.

An Agent for 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.

The Agent for the Landlord testified the Tenant was served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on January 13, 2012. Under the Act mail is deemed to be received five days after sending. Furthermore, the Agent testified that the Canada Post tracking information indicates the Tenant received the mail. Despite this the Tenant did not appear. I find the Tenant has been duly 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

This tenancy began on April 1, 2003. On or about June 2, 2010, the Tenant gave the Landlord a Notice to End Tenancy.

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

The Landlord claims that when the Tenant left the rental unit he left behind a piano, which the Landlord had to pay to move and the Landlord claims $403.20 for dealing with the piano.

The Landlord claims for $1.66 in rent arrears.

The Landlord claims $459.13 as a portion of the cost of painting the three bedroom rental unit. The Landlord has evidence that the Tenant wrote in pen on one of the walls and the rental unit required two coats of paint due to the condition it was left in by the Tenant.

The Landlord claims for $259.15 to haul away the garbage left behind by the Tenant.

The Landlord also claims $275.86 for the cost of cleaning the carpets in the rental unit.

In support of these claims the Landlord has provided copies of the tenancy agreement, photographs, invoices, receipts, numerous 10 day Notices to End Tenancy, and incoming and outgoing condition inspection reports.

Analysis

Based on the uncontradicted testimony, evidence and photographs, and on a balance of probabilities, I find that the Tenant has breached section 37 of the Act by failing to leave the rental unit in a reasonably clean, undamaged state.

I find the Tenant did not clean the carpets in the unit, make necessary repairs to the writing on the wall in the unit, or remove all his property or garbage. I also find the Tenant did not pay all his rent.

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.

I find that the Landlord has established a total monetary claim of **$1,449.00** comprised of the above described amounts and the $50.00 fee paid for this application. I grant the Landlord an order under section 67 for the balance due. This order 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: March 19, 2012.

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Residential Tenancy Branch