



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, compensation for damage to the unit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on December 8, 2011. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damages and if so how much?

Background and Evidence

This tenancy started on December 1, 2008 as a month to month tenancy. Market rent was \$588.00 and the subsidized rent which the Tenant paid was \$404.00 per month payable in advance of the 1st day of each month. There was no security deposit required by the Landlord. The Tenant moved out of the unit on November 12, 2010.

The Landlord said that the Tenant did not pay \$277.96 of rent for September, 2010, \$404.00 of rent for October, 2010, when it was due; therefore the Landlord issued a 10 Day Notice to End Tenancy dated October 8, 2010. The Landlord said the Tenant did not pay \$162.00 of the November, 2010 rent as well and the Tenant moved out on November 12, 2010 and gave the Landlord her forwarding address in writing on November 8, 2010.

The Landlord said when the Tenant moved she left the unit in an unclean state and the Tenant left most of her furniture and some belongings. The Landlord said the Tenant abandoned the furniture and belongings so they cleaned the unit and removed all the furniture and other things left in the unit. As a result the Landlord said they are claiming

damages of \$175.00 for cleaning the unit, \$56.00 for carpet cleaning, \$40.00 for maintenance repairs on doors and moulding in the unit , \$192.03 for the removal of the furniture and belongs left in the unit and \$116.48 for wall repairs prior to painting the unit. The Landlord said they are not claiming any of the painting costs as the unit had not been painted for a number of years. The Landlord continued to say they are also claiming the cost of their application of \$50.00. The Landlord said she had provided receipts for all the items in the evidence package, a completed move in and move out inspection report and photographs to illustrate the damage caused by the Tenant.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant does not have the right to deduct all or a portion of the rent; consequently I award the unpaid rent for September, 2010 of \$277.96, unpaid rent for October, 2010 of \$404.00 and the unpaid rent for November, 2010 of \$162.00 to the Landlord. The total amount of unpaid rent is \$843.96.

Further section 37 of the Act says a Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear at the end of a tenancy. The Landlord has completed the cleaning and repairs and has verified the costs associated with the work completed; therefore I find that the Landlord has established grounds for their claims for cleaning the unit in the amount of \$175.00, carpet cleaning in the amount of \$56.00, repairs to mouldings and doors in the amount of \$40.00, disposal of items left in the unit in the amount of \$192.03 and repairs to the wall in the amount of \$116.48, for a total claim for cleaning and damages of \$579.51.

As the Landlords have been partially successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$ 843.96	
Cleaning and Damages	\$ 579.51	
Recover filing fee	\$ 50.00	
Subtotal:		\$ 1,473.47
Balance Owing		\$ 1,473.47

Conclusion

A Monetary Order in the amount of \$1,473.47 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

Residential Tenancy Branch