



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MNDC, MNSD; FF

Introduction

This matter was scheduled to hear the Landlord's application for a Monetary Order for damages to the rental unit; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, on January 19, 2012. The Landlord's agent testified that the Tenant did not leave a forwarding address, so the Landlord sent the documents to the post office box belonging to the Tenant. The Landlord provided a copy of the registered mail receipt and tracking number, along with a printout of the Canada Post tracking information. The tracking information indicates that the Tenant acknowledged delivery of the documents on January 26, 2012.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, pursuant to the provisions of Section 71(2)(b) I find that the Tenant was sufficiently served with the Notice of Hearing documents on January 26, 2012. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for damage to the rental unit pursuant to the provisions of Section 67 of the Act?

Background and Evidence

The Landlord's agent gave the following testimony and evidence:

A copy of the tenancy agreement was provided in evidence. The tenancy started on December 6, 2010 and ended by mutual agreement on May 6, 2011. Monthly rent was \$502.00, due the first day of each month. No security deposit was required. The Landlord's agent testified that the Tenant was not charged pro-rated rent for the period between May 1 and May 6, 2011.

The Landlord's agent testified that the Tenant was provided a Notice of Final Inspection Opportunity on May 6, 2011, but did not attend the move-out condition inspection on

May 9, 2012. Copies of the move-in Condition Inspection Report and the move-out Condition Inspection Report were provided in evidence along with photographs of the rental unit taken at the end of the tenancy. The Tenant signed the move-in condition Inspection Report, indicating that the rental unit was generally in very good condition at the beginning of the tenancy.

The Landlord's agent testified that the Tenant did not clean the rental unit at the end of the tenancy, left garbage in the rental unit, and damaged walls and closet doors. She testified that it took 24 hours to clean the rental unit, but the Landlord is only charging for 18 hours.

The Landlord's agent testified that the Landlord routinely pays for carpet cleaning at the end of a tenancy, but that the carpets in the rental unit were so filthy that they required two treatments. The Landlord is seeking to recover the cost of the second treatment.

The Landlord's agent testified that the Tenant damaged the closet doors in the hallway and master bedroom. These damages required repairs to the closet door in the hallway and replacement of the closet door in the master bedroom.

The Landlord's agent testified that there were three holes in the walls in the rental unit: one in the master bedroom; one in the kitchen/living room area; and one in the living room.

The Landlord provided copies of invoices for cleaning and debris removal, shampooing the carpets, repairing and replacing the closet doors, and repairing and painting the damaged drywall.

The Landlord's agent requested a monetary order for the damages, calculated as follows:

Cleaning rental unit and removing garbage	\$456.06
Repairing and replacing damaged closet doors	\$336.00
Repairing and painting drywall damage	<u>\$448.00</u>
TOTAL	\$1,396.86

Analysis

Section 67 of the Act provides that if damage or loss results from a party not complying with the Act, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 37(2) of the Act requires a tenant to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear, at the end of a tenancy.

Based on the Landlord's agent's undisputed testimony and the documentary evidence provided, I find that the Tenant did not comply with Section 37(2) of the Act and that the Landlord has suffered a loss as a result of the Tenant's noncompliance with the Act. Therefore, pursuant to the provisions of Section 67 of the Act, I find that the Landlord has proven its monetary claim in the amount of **\$1,396.86**.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$1,446.86** against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) 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