



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage to the rental unit, for compensation under the Act and the tenancy agreement, for an order to retain the security deposit in partial satisfaction of the claim 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.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on March 20, 2012, and deemed under the Act to be received five days later, the Tenants did not appear. I find the Tenants have been duly served in accordance with the Act. I note refusal or neglect to accept registered mail is not a ground for review under the Act.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began on September 1, 2009, with the parties entering into a written tenancy agreement. The initial monthly rent was \$865.00, payable on the first day of the month, and the Tenants paid a security deposit of \$432.50 to the Landlord.

The Landlord submits the rental unit was new at the outset of the tenancy and had not been previously occupied.

On February 1, 2012, the Tenants gave the Landlord written notice they were vacating the rental unit at the end of February 2012, and provided the Landlord a written notice of their forwarding address.

The Landlord made several attempts to book the outgoing condition inspection report with the Tenants, however, the Tenants did not respond to voice messages on the phone or to emails sent to them. The Landlord mailed the Tenants a notice of final opportunity to do the condition inspection report. Nevertheless, the Tenants did not attend the outgoing condition inspection report.

The Landlord entered the rental unit and found the Tenants had not removed various items which belonged to them. Furthermore, the Landlord alleges the Tenants caused substantial damage to the rental unit, including damage to the walls, a broken window blind, a hole punched through the bathroom door, cracked refrigerator crisper drawers, and water damage to, and chips in, the laminate flooring.

The Landlord claims it has incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants. The Landlord also claims that due to the condition the rental unit was left in by the Tenants they were unable to rent it the following month, as these repairs had to be made.

The Landlord claims as follows:

a.	Loss of rent for March 2012	865.00
c.	Cleaning the rental unit	100.00
d.	Carpet cleaning	75.00
e.	Wall damage repair & paint (portion)	572.51
f.	Repair broken blind	100.80
g.	Replace and paint bathroom door	106.38
h.	Replace crisper drawers	40.00
i.	Damage to laminate floors	100.00
j.	Filing fee	50.00
	Total claimed	\$2,138.47

In support of these claims the Landlord has provided documentary evidence, including but not limited to, photographs, invoices, receipts, condition inspection reports, and the tenancy agreement.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Tenants breached section 37 of the Act, and breached the Tenancy Agreement, by failing to return the rental unit to the Landlord in a reasonable state of cleanliness and by failing to make repairs to damages made by the Tenants which were beyond reasonable wear and tear.

Furthermore, I find that due to the condition the rental unit was left in by the Tenants, the Landlord has suffered a loss of rent for one month.

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 that the Landlord has established a total monetary claim of **\$2,138.47**, comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit and interest of **\$432.50** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$1,705.97**.

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 otherwise 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: May 30, 2012.

Residential Tenancy Branch