



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, MND, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for damage to the rental unit, and for unpaid utilities; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on March 8, 2012, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a furnished apartment in a multi unit complex. Pursuant to a written agreement, the fixed term tenancy started on March 30, 2011 and ended February 29, 2012. The rent was \$1750.00 per month and the tenant paid a security

deposit of \$850.00. Condition inspection reports were completed at the start and the end of the tenancy.

The landlord testified that the apartment was in a new condition at the start of the tenancy, which included the paint, furniture, and appliances. He stated that at the end of the tenancy, the tenant left the unit unclean with significant damage. He stated that the tenant was a smoker and that the unit reeked with cigarette smoke to the point that he had to repaint all the walls to get rid of the smell.

The landlord provided receipts and submitted a monetary claim as follows:

- Cleaning:	\$ 300.00
- Broken bedroom window:	\$ 160.00
- Painting:	\$1100.00
- Damaged kitchen stove:	\$ 200.00
- Damaged leather seat:	\$ 300.00
- Burnt marks on furniture:	\$ 150.00
- New bedding:	\$ 100.00
- Cigarette burn on floor:	\$ 120.00
- Broken fridge plastic cover:	\$ 30.00
- Broken microwave, toaster & coffee maker:	\$ 203.00
- Unpaid utilities:	\$ 391.00
- Sub-total:	\$3054.00
- Less security deposit:	\$ 850.00
- Balance owed to landlord:	\$2204.00

In his documentary evidence, the landlord provided approximately 60 “before and after” photographs in support of his submissions concerning the condition of the unit left by the tenant, showing the burnt marks, the unclean areas, and the damaged appliances and furniture, as well as a handwritten note from the tenant stating that the tenant acknowledged the arrears in unpaid utilities. The landlord also provided a copy of the

move-out inspection report signed by the tenant that he agreed with the identified damages.

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

Based on the available evidence which included condition inspection reports in accordance with the Act, I accept that the tenant breached the Act by not leaving the unit undamaged and reasonably clean, and I find that the landlord is entitled to recover the cost for repairs as claimed.

Conclusion

The landlord established a claim of \$3054.00. I authorize the landlord to retain the tenant's \$850.00 security deposit for a balance owing of \$2204.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$2254.00.

This Order may be registered 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: May 29, 2012.

Residential Tenancy Branch