



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent and for damages to the unit.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on May 22, 2012, Canada post tracking numbers were provided as evidence of service, the tenants did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act.

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 at the hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary order for damages to the unit?

Is the landlord entitled to monetary order for unpaid rent?

Background and Evidence

The tenancy began on May, 1, 2007. Rent in the amount of \$1,200.00.00 was payable on the first of each month. No security deposit was required to be paid by the tenants. The tenancy ended on June 30, 2011.

The landlord claims as follows:

a.	NSF for fee for April 2012, rent	\$20.00
c.	Filing fee	\$50.00
	Total claimed	\$652.90

The landlord's agent stated that the tenants rent cheque for April 2011, was returned for insufficient funds, as a result they were charge a NSF fee. The landlord seeks to recover \$20.00.

The landlord's agent stated that the rental unit required two coats of paint at the end of the tenancy due to the condition the walls were left in by the tenants. The landlord's agent submitted that the tenant acknowledged they would be charged for the second coat of paint in the pre-move out inspection dated June 5, 2011. The landlord's agent stated the cost of the second coat of paint was \$582.90. Filed in evidence is a copy of the pre-move out inspection. Filed in evidence is a copy of the invoice for painting.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

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.

The tenants' rent cheque for April 2011, was returned for insufficient funds. The landlord is claiming the cost of \$20.00 for the fee they incurred. I find the amount claimed by the landlord to be reasonable; therefore, pursuant to section 67 of the Act, I grant the landlord compensation in the amount of **\$20.00**.

In this case, the tenants have acknowledged in the pre-move out inspection report that they would be charged for the second coat of paint due to the conditions the walls were left in at the end of tenancy. I find the amount claimed by the landlord to be reasonable; therefore, pursuant to section 67 of the Act, I grant the landlord compensation in the amount of **\$582.90**.

I find that the landlord has established a total monetary claim of **\$652.90** comprised of the above described amount and the \$50.00 fee paid for this application. I grant the landlord an order under section 67 for the above amount.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary.

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: July 23, 2012.

Residential Tenancy Branch