



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on May 22, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

The landlord's agent also testified that she tracking information confirming the tenant signed for and received the registered mail on May 24, 2012.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage and cleaning of the rental unit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided into evidence a copy of a tenancy agreement signed by the parties on April 25, 2001 for a month to month tenancy beginning on May 1, 2001 with a subsidized rent of \$328.00 (at the end of the tenancy) due on the 1st of each month.

The landlord testified the tenancy ended on June 30, 2011. The landlord also provided a copy of a move out inspection report and several photographs showing the condition of the rental unit at the end of the tenancy.

The landlord seeks compensation for cleaning for 12 hours at \$20.00 per hour and for a portion of the painting in the amount of \$204.09. The landlord submits the tenant exhibited hoarding behaviour and as a result the landlord was unable to paint the unit at any time during the tenancy despite their policy to paint every 5 years.

Further landlord identified that there was substantial evidence of cigarette smoke that required extra coats of paint to complete a thorough paint job. The landlord submitted an invoice from the painters in the amount of \$874.26.

The landlord seeks compensation in the amount of \$20.00 for a laundry card that was not returned by the tenant.

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

From the undisputed testimony and photographic evidence I accept the landlord has suffered a loss as claimed and is entitled to compensation.

Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$514.09** comprised of \$204.09 painting; \$ 240.00 cleaning; \$20.00 laundry card replacement; and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 27, 2012.

Residential Tenancy Branch