



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND and FF

This application was brought by the landlord on June 14, 2012 seeking a monetary award for damage to the rental unit and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on June 14, 2012, the respondent tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

### Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a monetary award as requested for the cost of cleaning, refuse removal and remediation of damage to the rental unit.

### Background, Evidence and Analysis

This tenancy began on June 1, 2007 and ended on September 30, 2011 pursuant to a Notice to End Tenancy for cause. Rent was \$510 per month at the end of the tenancy and there was no security deposit.

During the hearing, the landlord referred to numerous photographs, receipts and the tenant's statement of account and indicated that the tenant had not participated in completion of the move-out condition inspection report, although she was present during a pre move-out inspection. The tenant did not provide a forwarding address.

The landlord submitted a copy of a tenant debt letter to the tenant outlining the landlord's claims, inviting contact if the tenant required further discussion and noting that failure to contact the landlord or make payment would result in dispute resolution.

The landlords claim and I find as follows:

**Replace locks in the rental unit - \$28.00.** This claim is the remainder owing after the landlord applied a \$77 credit to billings totalling \$105 for three lock changes made in March, May and June of 2011. The claim is allowed in full.

**Replace two interior doors - \$200.** Photographic evidence shows one passage door heavily covered with graffiti and the other substantially damaged. This claim is allowed in full.

**Hauling - \$406.41.** On the basis of photographic evidence showing debris strewn throughout the rental unit and a paid third party receipt, this claim is allowed in full.

**Replace entry door - \$503.95.** This claim is supported by receipts for the cost of a new entry door, hardware and labour necessitated by substantial damage to the door. The claim is allowed.

**Charge for second coat of paint - \$511.69.** The landlord's receipt for repainting the rental unit is \$1,668.54; however, the landlord claims only a portion of the charge for the second coat that was made necessary by marking and damage to the walls beyond normal wear and tear. The claim is allowed.

**General cleaning - \$600.** The landlord submitted an itemized receipt detailing 36 hours of cleaning in the rental unit at \$20 per hour, but claims only the 30 hours that is beyond what would normally be required. On the basis of the receipt and photographic evidence, this claim is allowed in full.

**Filing fee - \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Replace locks in the rental unit	\$ 28.00
Hauling	406.41
Replace entry door	503.95
Charge for second coat of paint	511.69
General cleaning	600.00
Filing fee	50.00
<b>TOTAL</b>	<b>\$2,300.05</b>

### Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for **\$2,300.05**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: August 15, 2012.

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Residential Tenancy Branch