



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND and FF

This application was brought by the landlord on June 22, 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 26, 2012, the respondent tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their 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 January 1, 2010 and ended on July 31, 2011 pursuant to a Mutual Agreement to End Tenancy made during a hearing on June 21, 2012.

During the hearing, the landlord submitted into evidence copies of move-in and move-out condition inspection reports which were not attended by the tenants, the rental agreement, several receipts and the tenant's statement of account.

The tenants did not provide a forwarding address but when the landlord located them, by letter of April 10, 2012 he provided an invoice detailing charge-back items on the rental unit and inviting their contact if they disagreed with any of the claims. The tenants did not reply, resulting in the present application.

The landlords claim and I find as follows:

Previous outstanding charge – \$22.40. This claim is for a portion of a hauling and disposal invoice for removal of a mattress and box spring in May of 2011 at the tenants' request. The claim is allowed in full.

Rent shortfall for July 2011 - \$64.00. In the absence of any evidence to the contrary, this claim is allowed in full.

Painting - \$500.79. The landlord submitted a paid invoice for \$1,884.70 for the total cost of repainting the rental unit, but claims only \$500.79 for the second coat. The move-in condition inspection report indicates that the unit was freshly painted at the beginning of the tenancy. This claim is allowed.

Hauling and Disposal - \$940.43. This claim is supported by receipt and I accept the evidence of the landlord that the tenants left an extraordinary amount of refuse behind at the end of the tenancy. The claim is allowed.

General Maintenance - \$150. The landlord stated that the major items in this claim were two smoke detectors missing at the end of the tenancy. The claim is allowed.

Flooring Replacement - \$1,546.05. This claim is support by a paid receipt and the landlord's evidence that the carpeting, which was new at the beginning of the tenancy, had stains and burn marks at the end that could not be removed with cleaning. The 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 tenants.

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

Previous outstanding charge	\$ 22.40
Painting	500.79
Hauling and Disposal.	940.43
General Maintenance	150.00
Flooring Replacement	1,546.05
Filing fee	50.00
TOTAL	\$3,273.67

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for **\$3,273.67**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

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 30, 2012.

Residential Tenancy Branch