



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC Housing  
and [tenant name suppressed to protect privacy]

## **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 January 18, 2013 in accordance with Section 89. The landlord also provided documentary confirmation that the tenant signed for and received the registered mail on January 28, 2013.

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 compensation for cleaning and repairs to 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 a copy of a tenancy agreement signed by the parties on July 29, 2004 for a month to month tenancy beginning on August 1, 2004 for the monthly rent of \$575.00 due on the 1<sup>st</sup> of each month with no security deposit paid.

The landlord testified the tenancy ended on January 31, 2011 when the tenant moved into a different rental unit and created a new tenancy. The landlord submitted into evidence a copy of the Condition Inspection Report that was completed when the tenant moved into and out of the rental unit.

The Report shows the entire rental unit required substantial cleaning and that there was a damaged door. The Report also includes the tenant's signature acknowledging the condition of the rental unit at that time.

The landlord has provided copies of receipts for cleaning in the amount of \$371.86 and painting in the amount of \$2,599.74. However, the landlord is not claiming for painting the entire rental unit but only for painting the door that had to be replaced due to the damage recorded in the Condition Inspection Report in the amount of \$56.00. The landlord also acknowledges that the tenant has paid \$5.43 towards the costs for both cleaning and painting.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

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.

Based on the undisputed evidence and testimony provided by the landlord I find the landlord has established they have suffered a loss resulting from the tenant's failure to comply with her obligations under Section 37. I also find the landlord has established the value of this loss through their evidence.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$472.43** comprised of \$371.86 cleaning; \$56.00 painting and the \$50.00 fee paid by the landlord for this application less the \$5.43 payment made by the tenant.

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: April 09, 2013

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Residential Tenancy Branch