



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for damage to the unit and to recover the cost of the filing fee from the Tenant for this application.

Service of the hearing documents and evidence, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on March 1, 2013. Mail receipt numbers and Canada Post tracking information were provided in the Landlord's evidence showing that the Tenant signed for the package on March 7, 2013.

Based on the submissions of the Landlord I find that the Tenant was sufficiently served notice of this proceeding on March 7, 2013, in accordance with the *Act*. Therefore, I proceeded with the hearing in the absence of the Tenant.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Is the Landlord entitled to a Monetary Order?

Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: the tenancy agreement; their written submission; photos of the rental unit; notice of final inspection; the move-in and move out condition inspection report forms; the Tenant's late notice to vacate; and receipts for costs incurred to clean and repair the rental unit.

The Landlord confirmed the parties entered into a month to month tenancy that began on December 28, 2011, and ended August 31, 2012. Rent was subsidized and was payable on the first of each month in the amount of \$595.00. No security deposit was

paid. The Tenant attended the move in inspection on December 27, 2011. The Tenant failed to respond to the opportunities to attend the move out so a final notice to attend inspection was posted to the Tenant's door. The move out inspection was conducted on September 7, 2012, and the photos were taken that day, in the absence of the Tenant.

The Landlord submitted evidence which supported that the Tenant vacated the property leaving it dirty, with garbage and debris; and requiring some repairs. They are seeking to recover the total damages in the amount of \$1,360.15 which is comprised of the following:

\$509.60	for debris removal and cleaning of the entire unit as supported by the invoice provided in their evidence
\$137.95	parts and labour to repair screens and a cabinet
\$280.00	repairs to flooring
\$432.60	partial costs of painting the rental unit

Analysis

Upon consideration of the evidence before me, in the absence of any evidence from the Tenant who did not appear, despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Landlord and corroborated by their documentary evidence.

Section 32 (3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Based on the aforementioned I find the Tenant has breached sections 32(3) and 37(2) of the Act, leaving the rental unit unclean and with some damage at the end of the tenancy. The Landlord suffered a loss to clean and repair the unit which was comprised of \$509.60 cleaning & debris + \$137.95 repair screens and cabinet + \$280.00 flooring repairs + \$432.60 painting. As per the foregoing I find the Landlord has met the burden of proof and I award them damages in the amount of **\$1,360.15**.

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

Monetary Order – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenants' security deposit plus interest as follows:

Damages & repairs	\$1,360.15
Filing Fee	<u>50.00</u>
Amount due to the Landlord	<u>\$1,410.15</u>

Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$1,410.15** This Order is legally binding and must be served upon 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: May 24, 2013

Residential Tenancy Branch