



# Dispute Resolution Services

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 was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on August 28, 2010 and ended on August 31, 2012. No security deposit was collected by the Landlord. The Parties mutually conducted a move-in inspection and completed an inspection report with a copy to the Tenant. The Landlord provided the Tenant with two opportunities to conduct a move-out inspection however the Tenant was not ready of the first date and did not attend for the second date. The Landlord completed the inspection and took photos of the unit. These photos were provided as evidence for this Hearing.

The Tenant left the unit unclean and damaged and the Landlord claims as follows:

- \$470.40 for cleaning the entire unit;
- \$70.93 for garbage removal;
- \$164.65 to replace broken screens on a patio door and windows;
- \$215.97 to repair a damaged basement door and a bedroom door;
- \$456.52 to patch the stair carpet that were permanently stained;
- \$553.73 to paint the walls of the unit that were covered with children's drawings.

### Analysis

Section 37 of the Act provides that a tenant must leave a rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Landlord I find that the Tenant failed to clean the unit and left damages beyond reasonable wear and tear. I further find that the Landlord has substantiated the costs claimed and is entitled to **\$1,932.20**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,982.20**.

### Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **\$1,982.20**. If necessary, this order may be filed in the Small Claims Court and 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: June 06, 2013

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Residential Tenancy Branch

