



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, MNDC

Introduction

This was a hearing with respect to the landlord's application for a monetary award. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenants did not attend although they were served with the application and Notice of Hearing, sent by registered mail on June 7, 2013.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Prince Rupert. The tenancy ended on March 31, 2013. The landlord submitted documents and photographs to establish that when the tenancy ended the rental unit had sustained damaged and required cleaning that exceeded normal wear and tear. The landlord claimed the following amounts:

• Extra cleaning	\$333.00
• Replace window	97.70
• Carpet Cleaning	\$28.00
• Drywall repair	\$58.24
Total	\$516.94

The landlord's representative testified that the landlord charged only a portion of its actual cleaning costs, which totaled \$592.00. There was a broken window and drywall damage when the tenancy ended and the landlord charged to repair these items, but it did not claim any other amounts, such as re-painting the unit, due to the length of the tenancy.

Analysis and conclusion

I accept the landlord's evidence that the charges claimed in this application are costs incurred by the landlord to clean and repair damage exceeding reasonable wear and tear caused by the tenants during the tenancy. I award the landlord the sum of \$516.94 as claimed. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$566.94 and I grant the landlord an order under section 67 in the said amount. This order may be registered 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: September 10, 2013

Residential Tenancy Branch

