



Dispute Resolution Services

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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, MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and for damage to the unit, site or property pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:11 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that one of the landlord's site representatives posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on August 8, 2012. The landlord testified that she sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on June 14, 2013. She provided a copy of the Canada Post Tracking Number and the Canada Post On-Line Tracking System showing that the hearing package was successfully delivered on June 18, 2013. I am satisfied that the landlord served the above documents and a copy of the landlord's written and photographic evidence in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage arising out of this tenancy? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy began as a fixed term tenancy on August 10, 2010. After the expiration of the initial term, the parties signed a periodic tenancy agreement that took effect on July 1, 2011. Monthly rent for this rent-geared-to income tenancy was \$457.00, by the time the tenancy ended and the tenant yielded vacant possession of the rental unit by September 30, 2012.

The landlord entered into written evidence copies of the August 10, 2010 joint move-in condition inspection report and the October 1, 2012 joint move-out condition inspection report signed on the tenant's behalf by her agent.

The landlord's application for a monetary award of \$1,712.14 included the following:

Item	Amount
Unpaid August 2012 Rent	\$457.00
Repair of Screens	272.76
Tenant's Portion of Cleaning	552.00
Tenant's Portion of Replacing Damaged or Missing Doors	198.38
Tenant's Portion of Drywall Repair	241.50
Total of Above Items	\$1,721.64

The landlord also applied to recover the \$50.00 filing fee for this application. The landlord testified that she was not seeking unpaid rent from September 2012, nor was she seeking the full cost of cleaning or repairs to the doors.

Analysis

Based on the landlord's undisputed sworn testimony, written evidence and photographic evidence, I find that the landlord is entitled to a monetary award of \$1,721.64 for the above-noted requested items. As the landlord has been successful in this application, I find that the landlord is also allowed to recover the filing fee from the tenant.

Conclusion

I issue a monetary Order in the landlord's favour in the amount of \$1,771.64, which allows the landlord to recover unpaid rent, damage arising out of this tenancy and the filing fee for this hearing. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 20, 2013

Residential Tenancy Branch

