



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capital Region Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This is an application for a Monetary Order for \$1456.24 and a request for recovery of the \$50.00 filing fee.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on August 16, 2013; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for \$1456.24?

Background and Evidence

The applicant testified that:

- At the end of the tenancy the tenant left the rental unit extremely dirty and as a result they had to do extensive cleaning. They always allow four hours of cleaning at no charge however they had to do an extra seven hours of cleaning on top of that.
- The tenant caused damages in the rental unit during the tenancy and signed an agreement to pay for the cost of those repairs however she only paid for a portion of the repairs and there is still \$194.97 outstanding.

- There was also extensive damage left at the end of the tenancy and as a result they had to replace a passage door, and the bifold door, and the bedroom door jamb had to be repaired.
- The tenant also failed to return the laundry card and the keys to the rental unit.
- The tenant left an extensive amount of junk behind and as a result they had to hire a hauling company to remove the junk.
- The tenant also broke the crisper drawers in the refrigerator and as a result they had to be replaced.

They are therefore requesting a Monetary Order as follows:

7 hours of extra cleaning	\$175.00
Damages during the tenancy	\$194.97
Cost to replace passage door and bifold door	\$444.02
Cost to repair doorjamb	\$106.40
Replace laundry card	\$20.00
Replace keys that were not returned	\$12.00
Cost to haul away junk	\$392.00
Cost to replace broken refrigerator parts	\$111.85
Filing fee	\$50.00
Total	\$1506.24

Analysis

After reviewing the evidence and testimony of the landlord it is my finding that the landlord has shown that the tenant left this rental unit in need of significant cleaning and repairs.

Further, I have reviewed the invoices provided by the landlord and find them to be reasonable and accurate and I therefore allow the full amounts claimed for cleaning and repairs.

The landlord has also shown that the tenant agreed to pay for some damages that occurred during the tenancy however she failed to do so, and I therefore also allow that portion of the claim.

I also accept the landlord's testimony that the tenant failed to return the laundry card and the keys to the rental unit and I therefore also allow that portion of the claim.

I also order recovery of the filing fee.

Conclusion

I have allowed the landlords full claim and have issued a Monetary Order in the amount of \$1506.24.

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: November 25, 2013

Residential Tenancy Branch

