



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Code MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit and to recover the cost of filing their application from the tenant.

The landlord's agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent and the tenant signed for the package on August 21, 2013. A Canada post tracking history was provided as evidence of service which shows the scanned signature of the tenant. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to recover the cost of the filing fee from the tenant?

Background and Evidence

The tenancy began on May 1, 2007. The tenancy ended on August 31, 2011, on the basis of a 1 Month Notice to End Tenancy for Cause.

The landlord's stated that in August 2013, the tenant made a new application for BC Housing and they were able to obtain a new address for the tenant, which their application was filed within the statutory deadline permitted under the Act.

The landlord claims as follows:

a.	Maintenance chargeback during the tenancy	\$ 354.27
b.	Maintenance chargeback at move out	\$ 575.20
c.	Filing fee	\$ 50.00
	Total claimed	\$ 979.47

The landlord's agent testified that during the tenancy the tenant caused damage to the unit and that the tenant agreed that they were responsible for the damages caused to the carpet by the cat, for replacement of a bi-fold door and carpet damage in a bedroom doorway. The landlord's agent stated the tenant agreed to these charges and made a partial payment. The landlord seeks to recover the balance due of the chargeback is the amount of \$354.27. Filed in evidence are copies of the agreements and receipts.

The landlord's agent testified at the end of the tenancy the tenant agreed in writing that they were responsible for additional charges, for carpet cleaning, pest control for a flea infestation and a portion of the painting costs. The landlord seeks to recover the amount of \$575.20. Filed in evidence is a copy of the written agreement. Filed in evidence are receipts.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The evidence of the landlord's agent was the tenant agreed that they were responsible for damage during the tenancy and that the tenant agreed to pay for those damages. In support of the landlord's position are written agreements signed by the tenant and receipts for the repairs. As a result, I find the landlord is entitled to recover the chargebacks that were agreed upon during the tenancy in the amount of **\$354.27**.

The evidence of the landlord's agent was that the tenant agreed that they were responsible for additional chargebacks at the end of the tenancy, for carpet clean, pest control and a portion of painting. In support of the landlord position is a copy of the security deposit worksheet which the tenant acknowledged that they are responsible for these chargebacks and receipts to support the costs. As a result, I find the landlord is entitled to recover the chargebacks that were agreed upon at the end of the tenancy in the amount of **\$575.20**.

I find that the landlord has established a total monetary claim of **\$979.47** comprised of the above described amounts and the \$50.00 fee paid for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for the above amount.

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 28, 2013

Residential Tenancy Branch

