



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 MNDC

Preliminary Issues

Upon review of the Landlord's application for dispute resolution and their evidence I find the Tenant was properly informed of the Landlord's intent of seeking money owed or compensation for damage or loss under the act regulation or tenancy agreement, for cleaning, maintenance repairs, hauling and painting; as noted in the details of the dispute on the application for dispute resolution.

Based on the aforementioned I find the Landlord made a clerical error in not selecting the box *for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement* in addition to the box to claim for damage to the unit, site or property. Therefore, I amend the application to include a request for *money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement* and removed the request for *unpaid rent*, pursuant to section 64(3)(c) of the Act.

Introduction

This hearing dealt with an Application for Dispute Resolution filed on September 10, 2013, by the Landlord to obtain a Monetary Order for: damage to the unit site or property; and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The Landlord provided affirmed testimony that the Tenant was personally served with copies of the Landlord's application for dispute resolution, Notice of dispute resolution hearing, and the Landlord's evidence, on September 11, 2013, at the Landlord's regional office, when the Tenant attended to sign her new tenancy agreement. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding on September 11, 2013, in accordance with the Act. Therefore, I proceeded in the Tenant's absence.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order?

Background and Evidence

The Landlord submitted evidence that the Tenant had entered into a month to month tenancy that began on November 1, 2010. The subsidized rent was payable on the first of each month and no security deposit was paid. A move in condition inspection report form was completed on October 28, 2010, in the presence of the Tenant.

The Landlord testified that the Tenant abandoned the property, without notice. He stated that when March 2013 rent remained unpaid they posted a notice of entry and when they entered they found the unit had been abandoned. Based on their documentary evidence the unit was scattered with debris, and was left with some damage. The Landlord regained possession of the unit on March 25, 2013. The move out condition inspection was completed on March 25, 2013, in the absence of the Tenant.

The Landlord stated that the Tenant returned to the province in September 2013 and contacted their office to seek accommodation. She entered into a written agreement to repay the money owed and after she had paid back the rent portion of the debt they agreed to provide her additional accommodation. She entered into a re-payment plan of \$25.00 per month to repay the balance owing. She attended their office on September 11, 2013, to sign her new tenancy agreement, at which time they served her notice of this proceeding. The Tenant stopped making the payments and moved out as of September 30, 2013.

The Landlord submitted that they are seeking to recover the balance of the debt of \$1,010.12 which is comprised of \$15.00 for maintenance repairs; \$120.00 for cleaning; \$188.71 for hauling debris out of the unit; plus partial reimbursement for painting of \$689.41. The Landlord pointed to his evidence which included contractor receipts for painting, cleaning and debris removal, as well as employee time sheets and invoices for additional cleaning.

Analysis

Upon consideration of the evidence before me, in the absence of any evidence from the Tenant who did not appear, despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlord and corroborated by their documentary evidence.

Section 32 (3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Based on the aforementioned I find the Tenant has breached sections 32(3) and 37(2) of the Act, leaving the rental unit unclean and with some damage at the end of the tenancy.

As per the foregoing I find the Landlord has met the burden of proof and I award them damages in the amount of **\$1,010.12**.

Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$1,010.12**. This Order is legally binding and must be served upon the Tenants.

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: December 17, 2013

Residential Tenancy Branch

