



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MND FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation for utility bills, cleaning and repair costs.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that she served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on February 20, 2014, to the address where the landlord previously verified that the tenant resided. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on February 25, 2014, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 1, 2013. The tenant and two of her children vacated the rental unit on December 29, 2013; however, the tenant's 19-year-old son did not vacate the unit until January 24, 2014, pursuant to an order of possession. The landlord stated that the rental unit was filthy and there was significant damage to the unit.

The landlord has claimed compensation for the following:

- 1) \$27.87 for gas service from January 25 to 31, 2014;
- 2) \$18.56 for electricity service from January 25 to 31, 2014;
- 3) \$971.25 for janitorial services;
- 4) \$18.20 for landfill charges;

- 5) \$371.12 to repair holes in walls;
- 6) \$461.08 to replace damaged door;
- 7) \$203.16 for paint; and
- 8) \$315 for painting services.

In support of her claim, the landlord submitted evidence including the following:

- the move-in condition inspection report, signed by the landlord and the tenant on September 29, 2013;
- 62 photographs depicting the condition of the rental unit, including: holes in walls; feces on the floor; the broken door that was replaced; and numerous other items that required cleaning or repairs;
- bills for gas and electricity; and
- receipts and invoices for the above-claimed amounts.

Analysis

I find that the landlord has established their claim in its entirety, in the amount of \$2386.24.

The evidence noted above shows that the tenant left the rental unit in a very poor condition, and the landlord needed to do extensive cleaning and repairs.

I find it is reasonable for the landlord to claim the utilities costs for January 25 to 31, 2014, as the landlord would not have been able to clean the unit without electricity, and the unit would also need to be at least minimally heated during that time.

As the landlord's application was successful, she is also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$2436.24. This order may be filed 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: June 12, 2014

Residential Tenancy Branch

