



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit – Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on July 1, 2011 and ended on March 31, 2014. Rent of \$280.00 was payable each month. No security deposit was collected.

The Landlord states that the Tenant failed to pay rental arrears for February and March 2014 and claims \$446.84.

The Landlord states that the Tenant failed to leave the unit reasonably clean and undamaged and provided photos and invoices claiming as follows:

- \$139.60 for cost to replace a toilet. The Landlord does not know why or how the toilet bowl was damaged as there is nothing documented on the reasons for its replacement;
- \$50.00 for the costs to unclog toilet;
- \$175.00 for the costs to clean the unit;
- \$56.00 for the cost to clean the carpets; and
- \$128.12 for the costs of repairing and painting two holes, one of which the Landlord believes was likely caused by a problem with the door stopper.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Section 37 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. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of rental arrears, I find that the Landlord has substantiated its claim for unpaid rent of **\$446.84**.

Based on the undisputed evidence of the Landlord I find that the Landlord has substantiated its claims for the costs of **\$281.00** related to unclogging the toilet, cleaning the unit and cleaning the carpet. Given no evidence of cause in relation to the damage to the toilet, I dismiss the claim for its replacement. Given the likely cause of one hole to be a faulty door stopper, I find that the Landlord has not substantiated that the Tenant caused this hole and has therefore only substantiated half the cost claimed for both holes in the amount of **\$64.06**. The Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$841.90**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$841.90**. If necessary, 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: July 08, 2014

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Residential Tenancy Branch

