



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, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord submitted documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on May 8, 2014 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

The landlord has also submitted tracking information from Canada Post that confirms the tenant refused the registered mail package. I find that the refusal to accept the registered mail is a deliberate action on the part of the tenant to avoid service.

As such, I find that the tenant has been sufficiently served with the documents pursuant to Section 71 of the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to and cleaning of the rental unit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on October 22, 2012 for a month to month tenancy beginning on October 22, 2012 for a monthly rent based on the tenant's income due on the 1st of each month. The landlord submits the tenancy ended on January 31, 2014.

The landlord has submitted into evidence copies of Condition Inspection Reports recording the condition of the rental unit at both the start and end of the tenancy. The landlord has also submitted receipts for all claims.

The landlord seeks the following compensation:

Description	Amount
Replacement of 3 smoke detectors and installation	\$91.30
Carpet stain removal	\$50.00
Drywall repair and painting	\$498.75
General cleaning	\$571.20
Linoleum repairs	\$210.00
Window screen repairs	\$69.21
Total	\$1,490.46

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

The Condition Inspection Reports submitted by the landlord confirm that the items for which the landlord seeks compensation for cleaning and/or repairing were caused during the tenancy and that the tenant failed to correct before the end of the tenancy.

I also accept, based on the submitted bills and invoices that the landlord has established the value of the cleaning and repairs required.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,540.46** comprised of \$1,490.46 for the full claim as described above and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: September 09, 2014

Residential Tenancy Branch