



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coast Pacific Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, 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 testified 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 June 9, 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.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning and damage to the rental property 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 submits the tenancy began on October 1, 2012 as a 11 month fixed term tenancy for the monthly rent of \$800.00 due on the 1st day of each month with a security deposit of \$400.00 paid. Disposition of the security deposit was dealt with in a previous hearing. The tenancy ended on February 8, 2013 when the tenant abandoned the rental unit.

The landlord submits the tenant left the rental unit with significant damage including damage to the drywall throughout the rental unit that appears to be punched and kicked in holes in the walls. The landlord submits also that three blinds and two flat panel

doors had to be replaced as result of similar damage. The landlord submits that the tenant failed to clean carpets and return the front door keys. The landlord submitted a Condition Inspection Report recording the condition of the rental unit at both the start and end of the tenancy.

The landlord has submitted receipts as follows:

- \$2352.00 – dated May 6, 2013 for repair of the drywall; supply and purchase of blinds and doors; and painting;
- \$198.82 – dated May 30, 2013 for carpet cleaning; and
- \$100.00 – dated March 26, 2014 for key replacement.

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.

Based on the landlord's undisputed testimony and evidence I find the landlord has established the tenant failed to comply with his obligations under Section 37 of the *Act* and as a result the landlord has suffered a financial loss in the amounts claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$2,700.82** comprised of \$2,352.00 repairs; \$198.82 for carpet cleaning; \$100.00 for key replacement; 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: October 6, 2014

Residential Tenancy Branch

