



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC, MNSD, MNR, MND, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, the cost of repairs and cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that he served the tenant with the notice of hearing in person at the residence of the tenant. The landlord also served the tenant with his evidence package by registered mail to the same address and filed a tracking history that shows that the tenant received the package and signed for it. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, the cost of cleaning and repairs and the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on October 01, 2013 and ended on June 04, 2013. The monthly rent was \$1,500.00 payable on the fifteenth of each month. Prior to moving in, the tenant paid a security deposit of \$750.00. The landlord did not conduct a move in inspection.

The landlord stated that the tenant failed to pay full rent for several months and he served the tenant with a total of 4 ten day notices to end tenancy for non payment of rent. The landlord testified that the tenant owed \$40.00 for February 2014, \$200.00 for March 2014, \$200.00 for April 2014 and \$600.00 for May 2014 for a total of \$1,040.00. The landlord stated that the tenant moved out and left the unit in a very messy condition that required cleaning and repairs to the walls, windows and doors.

The landlord filed photographs of the condition of the unit to support his testimony. The photographs indicate that a window pane was broken, that the tenant had drawn pictures on the wall and door of a bedroom and that there was garbage and unwanted possession strewn everywhere.

The landlord is claiming the following:

1.	Unpaid rent	\$1,040.00
2.	Labour	\$3,100.00
3.	Materials	\$1,184.50
4.	Replace microwave oven	\$400.00
5.	Filing fee	\$100.00
	<b>Total</b>	<b>\$5,824.50</b>

The landlord filed two handwritten invoices for labour. Both invoices are for “*fix damage, painting, power wash, garbage etc.*” and are dated June 17, 2014. The amounts on the invoices are \$1,100 and \$2,000.00. The invoices also state “*paid cash*”. The invoices do not specify the details of the damage that was repaired. The tenant is also not responsible for power washing which is part of maintenance of rental property.

The landlord has attached several invoices for various construction items including items that are associated with the regular maintenance of a rental unit. Included in the list of items the landlord is claiming, are items like air fresheners, sponges, fans, hinges, garage door opener, shower drain etc.

### **Analysis**

Based on the undisputed evidence and testimony of the landlord, I find that the landlord is entitled to his claim for unpaid rent in the amount of \$1,040.00.

The evidence that the landlord has filed to support his claim for repairs includes items that I find are not the responsibility of the tenant. The hand written invoices do not provide sufficient detail for me to determine the entitlement of the landlord.

I find that the tenant left garbage in the rental unit, drew on the walls and caused damage to the floor. Since the evidence of the landlord does not have a breakdown of costs of labor and since I find that not all the materials that the landlord is claiming for are the responsibility of the tenant, I must make a determination of the approximate costs the landlord incurred for damage that the tenant is responsible for.

Based on the photographs, invoices and sworn testimony of the landlord, I find it appropriate to award the landlord \$1,000.00 towards the cost labor and materials.

The landlord did not file sufficient evidence to support his claim for \$400.00 to replace a microwave oven that he alleges was taken by the tenant. Accordingly, I dismiss the landlord's claim.

The landlord has proven a portion of his claim and therefore I award him \$50.00 towards the cost of the filing fee.

The landlord has established the following claim:

1.	Unpaid rent	\$1,040.00
2.	Labour	\$500.00
3.	Materials	\$500.00
4.	Replace microwave oven	\$0.00
5.	Filing fee	\$50.00
	Total	<b>\$2,090.00</b>

Overall the landlord has established a claim of \$2,090.00. I order that the landlord retain the security deposit of \$750.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,340.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order of **\$1,340.00**.

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: November 14, 2014

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Residential Tenancy Branch

