Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   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 damages to the unit - Section 67; and
2.   An Order to recover the filing fee for this application - Section 72.

Preliminary Matter

The Landlord states that a government agency has an agreement with the Landlord to share a person's financial and other information with the Landlord and that the Landlord obtained the Tenant's residential address from this government agency. The Landlord provided a copy of an email showing the Tenant's address received from the government agency. The Landlord states that the Tenant was served with the application for dispute resolution and notice of hearing by _registered mail_ to the address provided by the government agency.

Section 89 of the Act provides that registered mail to the address at which a party resides is an approved method for service of an application for dispute resolution. Given the Landlord's undisputed evidence and the email indicating provision of the Tenant's address, and considering the source of the email, I find that the Landlord has substantiated on a balance of probabilities that the address provided is that of the Tenant's residence. Given the evidence of registered mail, I find therefore that the Landlord has met the Act's requirements for service of the application for dispute resolution.

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 June 1, 2006 and the Tenant gave notice to end the tenancy for October 31, 2014. The Landlord does not know when the Tenant moved out of the unit. No security deposit was taken by the Landlord. The Landlord offered an opportunities to the Tenant to attend a move-out inspection for October 31, 2014 but does not know how or when the Tenant was provided with this notice of opportunity as it was send through a 3rd party. The Tenant did not attend that day so the Landlord left a second notice of opportunity at the unit. The move-out inspection was conducted solely by the Landlord on November 6, 2014.

The Tenant left the unit unclean, damaged and with belongings. The Landlord provided photos, a copy of both the move-in and move-out condition report and receipts for the repairs, removal of belongings and cleaning. The Landlord claims a total of $1,489.95.

Analysis

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 the Landlord and considering the reasonable costs identified on the receipts, I find that the Landlord has substantiated that the Tenant left the unit unclean and damaged beyond reasonable wear and tear and that the Landlord is entitled to the costs claimed of **$1,489.95**. As the

Landlord has been successful with its application, I find that the Landlord is also entitled to recovery of the **$50.00** filing fee for a total entitlement of **$1,539.95**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **$1,539.95**. 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: November 21, 2014

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Residential Tenancy Branch