



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 MNR, MND, FF

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$5147.41 and a request for recovery of the \$100.00 filing fee.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on April 10, 2015; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondents, and if so in what amount.

Background and Evidence

This tenancy began on January 31, 2014 and the tenants vacated the rental unit on October 6, 2014.

The landlord testified that the tenants were responsible for paying their own Hydro bills, and the tenant failed to pay the Hydro from September 1, 2014 through October 6, 2014

The landlord further testified that the rental unit was left in need of extensive cleaning.

The landlord further testified that the smoke detector was missing at the end of the tenancy and a towel bar was destroyed and had to be replaced.

The landlord also testified that the tenants did extensive damage to the walls in the rental unit which included numerous holes in the walls and a large amount of graffiti. As a result of all this damage they had to have the walls repaired and repainted had an extensive cost.

The applicants are therefore requesting a monetary order as follows:

Hydro utility for September 1 through September 10, 2014	\$23.34
Hydro utility for September 11 through October 6, 2014	\$32.50
Extensive cleaning over and above normal allowable amount	\$651.00
Cost to replace smoke detector and towel bar	\$62.88
Cost to repair and repaint extensive wall damage, beyond normal wear and tear	\$4377.69
Filing fee	\$100.00
Total	\$5247.41

Analysis

I reviewed all the evidence and testimony provided by the applicant and is my finding that the applicants have established the full amount claimed.

The applicants have provided a copy of the tenancy agreement that shows that the tenants were required to pay the Hydro utility and therefore, since they failed to pay the above amount, I have allow that portion of the landlords claim.

The tenants also had obligations under section 32 of the Residential Tenancy Act as listed below, and the tenants failed to comply with those obligations.

- 32** (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

The landlord has provided extensive photo evidence that shows that this rental unit was left in an extremely dirty condition and needed extensive cleaning. I therefore allow the full amount claimed for cleaning, especially since the landlords did not bill the tenants for the full amount they paid as they allowed it for some cleaning.

The landlords have also provided evidence that shows that the smoke detector was missing from the rental unit and the towel bar was damaged beyond repair, and I therefore also allow that portion of the claim.

The photo evidence provided also shows that the tenants caused extensive damage to the walls in the rental unit, resulting in the need for extensive repairs and repainting, and therefore I also allow that portion of the claim, especially since the landlords have deducted a portion of the amount they paid for repainting to allow for normal wear and tear.

Conclusion

I have allowed the landlords full claim of \$5247.41 and have issued a monetary order in that amount.

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 15, 2015

Residential Tenancy Branch

