



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

The landlord applies to recover occupation rent and for damages for cleaning and repair of the rental unit following the end of the tenancy.

The tenant did not attend the hearing within ten minutes after its scheduled start time nor during its twenty minute duration.

The landlord showed that the tenant had been duly served with the application by registered mail. Canada Post records show that the mail was successfully delivered to the tenant on October 2, 2015. The tenant has filed no material. I conclude that the landlord's application is unopposed.

Issue(s) to be Decided

Does the relevant evidence presented by the landlord show she is entitled to any of the relief claimed?

Background and Evidence

The rental unit is the three bedroom upper portion of a house. The tenancy started in Marcy 2012 and ended August 31, 2015. The rent was \$1420.00 per month. The landlord holds a \$690.00 security deposit.

The landlord testifies that the tenant did not move out until September 5 and that the condition of the premises at the end of the tenancy was confirmed by the tenant in the move-out condition report filed.

Analysis

I have reviewed that report, the receipts filed by the landlord and based on the evidence and her testimony I award the landlord \$236.66 for five days occupation rent for the premises during September 2015, \$200.00 for flooring and sink cabinet repairs, \$100.00 for additional cleaning, \$39.20 for blinds repair, \$525.00 for repairing and repainting a room, \$470.00 to replace one door, reset another and replace a mirror.

I award the landlord a total of \$1570.86 plus recover of the \$50.00 filing fee.

I authorize the landlord to retain the \$690.00 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$930.86.

Conclusion

The application is allowed. The landlord will have a monetary order against the tenant in the amount of \$930.86.

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: January 21, 2016

Residential Tenancy Branch

