



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for a monetary order for unpaid rent and for damage to the unit pursuant to section 67 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1:28 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:00 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord testified that the tenant was served with the landlord's Application for Dispute Resolution by a process server on January 26, 2016. The landlord submitted a sworn affidavit from the process server to confirm that the tenant was served (personally) on this date. Based on the undisputed evidence of the landlord supported by his documentary evidence, I find that the tenant was sufficiently served with the landlord's Application for Dispute Resolution in accordance with the Act.

Background and Evidence

According to the testimony of the landlord and the documents submitted for this hearing, this tenancy began on November 15, 2013 as a fixed term tenancy. The landlord testified that the tenant vacated the rental unit on March 14, 2014. The landlord testified that the tenant paid \$2250.00 in rent but did not pay her rent for the last month of tenancy (March 2014). The landlord testified that the tenant did not pay a security deposit.

The landlord testified that the tenant has not provided a forwarding address to the landlord as of the date of this hearing. The landlord testified that he took a variety of steps to determine the current address of the tenant for this application including; his own investigation; hiring an investigator; and hiring a process server. The landlord sought \$5068.00 from the tenant to compensate for repairs and cleaning done at the

end of tenancy as well as for unpaid rent in March 2014. The landlord testified that the following items required repair at the end of this tenancy;

- A door handle;
- Painting of the rental unit;
- Carpet replacement as a result of cigarette burns and stains; and
- Cleaning of the rental unit.

The landlord submitted photographic evidence to show what the condition of the rental unit at the outset of the tenancy. The photograph illustrated a very clean and tidy suite. The landlord also submitted photographic evidence to show the condition of the rental unit at the end of the tenancy. He submitted a photograph of the bathroom as evidence that it was left unclean. The quality of the photograph was poor: there were some items left behind in the unit and it appeared somewhat unclean. The landlord submitted a photograph of an item left on the counter in the kitchen and a full refrigerator that required emptying and cleaning. The landlord submitted a handwritten receipt for cleaning with limited information and no contact or company details. The receipt written to the landlord was dated March 28, 2014 in the amount of \$150.00.

The landlord submitted a photograph of a broken door handle. The landlord did not submit an invoice for the replacement of the door handle.

The landlord submitted a photograph of a seemingly relatively small hole in a wall. As a result of this hole and other marks described by the landlord, the landlord testified that the entire rental unit required repainting. He submitted a handwritten invoice with no company or contact information indicating an amount of \$640.00 to repaint the 454 square foot bachelor unit.

The landlord submitted a photograph of a cigarette burn in a carpet. As a result of this hole and other stains described by the landlord, the landlord testified that the entire rental unit required re-carpeting. He submitted estimates for the cost of re-carpeting from \$1828.00 to \$2205.17 for the 454 square foot bachelor unit.

Analysis

For a party to be successful in a claim for compensation, the party needs to provide evidence such as photos, witness statements, receipts, or other evidence that shows:

1. The party (the landlord in this case) suffered a loss;
2. The tenant caused the damage or loss;

3. The value of the items that were damaged or the amount of the loss; and
4. The party took reasonable steps to minimize your losses (such as protecting the property from further damage).

I find that the landlord has shown that he was required to undertake cleaning at the end of the tenancy. While the receipt submitted for this hearing is limited in its details, I find that it reflects a reasonable amount of compensation for the cleaning of the bachelor unit. Therefore, I find that landlord is entitled to recover \$150.00 for cleaning costs.

I find that the landlord has shown, again with his photographic evidence, of a damaged door handle. However, the landlord presented insufficient evidence to support his claim in testimony that the door handle's value was \$100.00. I find that the landlord is entitled to recover \$40.00 for the cost of replacing the door handle.

I find that the landlord has supplied insufficient evidence to support the claim that the entire rental unit required painting at a cost of \$640.00. I accept that the landlord had painted or touched up the paint prior to the tenant's move-in. I also accept the evidence of the landlord that the damage shown in the photographic evidence is damage as a result of the tenancy. However, I find there is insufficient evidence to support the claim that the tenant should be responsible for the cost of repainting the entire residence. Therefore, I find that the landlord is entitled to \$300.00 towards repainting, touch-up and costs to repair the damage to the wall.

I find that the landlord has supplied insufficient evidence to support the claim that the entire rental unit's carpet required replacing at an estimated cost of \$2000.00. I accept the testimony of the landlord that the carpet was in pristine condition prior to this tenancy. I accept the testimony of the landlord that the carpet had at least one spot of damage (cigarette burn) as evidenced by the photographs submitted. However, I have insufficient evidence before me to find that the tenant is responsible for the cost of re-carpeting the entire rental unit. I find that the landlord is entitled to \$500.00 towards the cost of carpet repair or full replacement if the landlord chooses to do so.

I accept the landlord's evidence that the tenant vacated the rental unit on March 14, 2014 without notice to the landlord and that she paid to pay rent for the month of March 2014. The documentary evidence submitted by the landlord supports his testimony. Therefore, I find that the landlord is entitled to recover \$2250.00 for the March 2016 rent.

As he has been successful in his application, the landlord is entitled to recover the filing fee for this application.

Conclusion

The landlord is entitled to a monetary order as follows,

Item	Amount
Unpaid Rent – March 2014	\$2250.00
Carpet	300.00
Painting	500.00
Door Handle	40.00
Cleaning	150.00
Recovery of Filing Fee for this Application	100.00
Total Monetary Order	\$3340.00

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: August 12, 2016

Residential Tenancy Branch