



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 MND, FF

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$2012.09 and requesting recovery of the \$100.00 filing fee.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on February 18, 2016; however the respondent refused to accept the registered mail and therefore 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 has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on October 2, 2014 and ended on May 3, 2015.

The applicant further testified that when the tenant vacated she left the rental unit in need of significant cleaning and the cost of a total of \$477.75 to have the rental unit clean.

The applicant further testified that when the tenant vacated she left an extensive amount of debris behind which had to be removed at a cost of \$514.50.

The applicant further testified that the tenants left graffiti on numerous walls and on one door and the cost to paint over that graffiti came to \$343.00.

The applicant further testified that the rental unit was in need of significant repairs as there were numerous streams broken or missing, a doorjamb had to be replaced, and the storm door required replacement and repairing of an insert. The total cost for these repairs was \$676.84, she notes that they did not add on the tax that they had to pay which would've actually brought the cost to \$730.34 had they charge the tax.

The applicant further testified that she has provided numerous photos that clearly show the condition in which the rental unit was left in the amount of debris that was left behind.

Analysis

It is my finding that the landlord has clearly shown that this rental unit was left in need of significant cleaning, repairs, and junk removal.

The photo evidence shows a rental unit that was left filthy, and damaged, and with an extensive amount of belongings left behind to be disposed of.

Further, I have reviewed the invoices provided by the landlord and it is my finding that the landlord has clearly shown that the costs claimed are costs that should be borne by the tenant.

Therefore the total claim I have allowed is as follows:

Extensive cleaning	\$477.75
Extensive debris removal	\$514.50
Painting over graffiti	\$343.00
Repairs	\$676.84
Filing fee	\$100.00
Total	\$2112.09

Conclusion

Pursuant to section 67 of the Residential Tenancy Act I have allow the landlords full claim of \$2012.09 and recovery of the \$100.00 filing fee and I therefore have issued a monetary order in the amount of \$2112.09

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: October 03, 2016

Residential Tenancy Branch