



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

The landlord applies for a monetary award for unpaid rent and damages for cleaning and repair.

This matter came of for hearing on October 25 but was adjourned at the tenant's request. The date, time, telephone number and passcode for the new hearing were provided orally at the October 25 hearing and confirmed by the parties at that time.

At the first hearing the tenant stated that his legal name was other than that given by the landlord on the application. As a result, the style of cause has been altered to add the name the tenant provided.

The tenant failed to attend for the hearing today within 15 minutes after its scheduled start time. The landlord attended and was ready to proceed.

On the undisputed evidence of the landlord I find that the tenant owes \$375.00 unpaid August 2016 rent.

I find that the tenant vacated the premises in August 2016 without giving the landlord one month's notice as required by the *Residential Tenancy Act* and that as a result the landlord lost September rental income. I award the landlord \$475.00.

I award the landlord \$105.00 for professional carpet cleaning as claimed.

On the evidence of the landlord's witness Ms. W., I find that twenty hours of cleaning were required after the tenant left, in order to elevate the rental unit to the level of being reasonably clean. I award the landlord \$400.00, as claimed.

I award the landlord \$25.00 for repair of a concrete wall damaged by the tenant attempting to hammer a nail into it.

I award the landlord \$7.50 for the purchase and replacement of a light bulb.

I disallow the landlord's claim for recovery of the cost of photographs used in the hearing and for the cost of postal services. Those items are in the nature of "costs and disbursements" but an arbitrator's power is limited to awarding recovery of the filing fee.

In result the landlord is entitled to a monetary award of \$1387.50 plus recover of the \$100.00 filing fee. I authorize him to retain the \$237.50 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$1250.00.

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: October 31, 2016

Residential Tenancy Branch