



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing was convened by way of conference call in response to the Landlord's Application for Dispute Resolution (the "Application") who is a public housing body. The Landlord applied for a Monetary Order for damage to the rental unit and to recover the filing fee from the Tenant.

Two agents for the Landlord appeared for the hearing but only one of the agents provided affirmed testimony. The Landlord also provided documentary and photographic evidence in advance of the hearing. There was no appearance for the Tenant during the 11 minute hearing. As a result, I turned my mind to the service of the documents by the Landlord.

The Landlord's agent testified that the Tenant was served a copy of the Application and the Hearing Package by registered mail on December 22, 2016. The Landlord's agent served this to the Tenant's forwarding address which was provided by the Tenant at the end of the tenancy. The Landlord's agent testified that the Canada Post website shows that the Tenant received and signed for the documents on January 12, 2017. The Landlord provided the Canada Post tracking number and the tracking history for the documents into evidence.

Based on the undisputed evidence before me, I accept the Tenant was served with the required documents for this hearing pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the "Act").

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order for damage caused by the Tenant and lack of cleaning to the rental unit?

Background and Evidence

The Landlord's agent testified that this tenancy started on March 27, 2014 on a month to month basis. The Tenant's rent was \$442.00 payable on the first day of each month. The Tenant was not requested to pay a security deposit. The parties completed a move-in Condition Inspection Report (the "CIR") at the start of the tenancy.

The tenancy ended on March 3, 2016 when the Landlord obtained an Order of Possession due to nonpayment of rent through a previous hearing, the file number for which appears on the front page of this Decision. The parties completed and signed a move-out CIR on March 3, 2016 during which time the Tenant provided a forwarding address on the move-out CIR. The CIR was provided into evidence.

The Landlord's agent testified that at the end of the tenancy, the Tenant left the rental unit unclean and caused extensive damage to the drywall of the rental unit. In addition, the Tenant abandoned personal property in the rental unit which had to be disposed of. The Landlord's agent referenced photographic evidence for these damages and the lack of cleaning as well as pointing to these issues which were recorded on the move-out CIR.

The Landlord's agent pointed to invoice evidence for the following costs being claimed: \$468.00 for 26 hours of cleaning excluding GST; \$200.00 for drywall repairs relating to an invoice for \$570.00 which included painting not being charged to the Tenant; and \$78.00 for the labour and a dump fee for the removal of the Tenant's personal property abandoned at the end of the tenancy.

Analysis

Section 37(2) of the Act requires a tenant to leave a rental unit reasonably clean and undamaged at the end of a tenancy. In addition, Section 21 of the *Residential Tenancy Regulation* allows a CIR to be considered as evidence of the state of repair and condition of the rental unit, unless a party has a preponderance of evidence to the contrary.

Based on the foregoing oral, documentary and photographic evidence before me, I find the Landlord has provided sufficient evidence the Tenant failed to comply with Section 37(2) of the Act. The Tenant failed to appear for this hearing and did not provide a preponderance of evidence to dispute the Landlord's evidence. I find that the Landlord's invoice evidence is sufficient to verify the costs being claimed by the Landlord which I hereby award for a total amount of \$746.00 (\$468.00 + \$200.00 + \$78.00).

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$100.00 filing fee for the cost of this Application. Therefore, I grant the Landlord a Monetary Order for a total amount of \$846.00.

This order must be served to the Tenant and may then be enforced in the Small Claims Division of the Provincial Court as an order of that court if the Tenant fails to make payment. The Tenant may also be held liable for any enforcement costs incurred by the Landlord. Copies of the order are attached to the Landlord's copy of this Decision.

Conclusion

The Landlord has proved damages and lack of cleaning to the rental unit in the absence of the Tenant. Therefore, the Landlord's total claim of \$846.00 is granted.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 20, 2017

Residential Tenancy Branch