



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR 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;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:50 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide testimony and present evidence.

The landlord testified that on July 4, 2017, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail tracking number and tracking report which confirms the tenant signed for receipt of the package on July 6, 2017.

Based on the above evidence, I am satisfied that the tenant was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for unpaid rent and damage to the rental unit?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on November 30, 2015 with a monthly rent of \$635.00 payable on the 1st day of each month. The landlord testified that the tenant advised the landlord by e-mail on November 10, 2016 that she had abandoned the rental unit as of October 18, 2016.

The landlord submitted a "list of evidence" which provides a breakdown of the landlord's claims totaling \$3719.49 comprised of the following:

- \$635.00 in outstanding rent for the month of November 2016. The landlord testified the tenant did not pay rent for this month and the landlord was not advised the tenant abandoned the rental unit until November 10, 2016.
- \$30.00 for the labour to repair a cupboard door hinge and a broken drawer. An invoice was provided.
- \$760.50 for extra cleaning work required over an allowable amount of 6 hours. An invoice was submitted according to which a total of 32 hours of cleaning was required at a rate of \$29.25 per hour. The landlord only charged the tenant for 26 hours.
- \$114.89 for labour and materials to replace a damaged door of a bedroom. The tenant had left a hole in the door.
- \$210.00 for cleaning the carpets at the end of the tenancy. An invoice was submitted.
- \$1009.10 for repairing drywall damage, replacing trim of the damaged door and painting the rental unit. The landlord only charged the tenant for 20% of the total paint cost. The landlord testified the rental unit was freshly painted at the start of the tenancy which only lasted 1 year. The landlord testified the walls were left very dirty and marked up at the end of the tenancy requiring new paint.
- \$960.00 for removal of debris and goods left behind by the tenant. An invoice was submitted.

The landlord submitted a move-in and move-out condition inspection report plus various pictures of the rental unit at the end of the tenancy in support of the above claims.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

I find that the landlord has established the existence of the damage or loss claimed and that it occurred due to the actions or neglect of the tenant. The landlord has also submitted evidence in support of the actual amounts required to compensate for the loss or repair the damage.

I accept the landlord's uncontested testimony and supporting evidence and find the landlord has suffered a loss as claimed in the amount of \$3,719.49.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$3,819.49.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$3,819.49. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: December 21, 2017

Residential Tenancy Branch