



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for compensation for damage to the rental unit and damages or loss under the Act, regulations or tenancy agreement. The landlord named in this decision was represented by the co-owner of the property. Since an owner of a property meets the definition of landlord, I have referred to the person appearing at the hearing as landlord in this decision. There were two tenants named in this application and there no appearance on part of either tenant.

The landlord stated that the hearing package and evidence was sent to the tenants via registered mail and the landlord orally provided a registered mail tracking number as evidence. A search of the tracking number showed that the male tenant received the registered mail on August 4, 2017. I found that there was insufficient evidence that the female was served with notification of this proceeding. The landlord was agreeable to proceeding against the male tenant only. Accordingly, I excluded the female tenant as a named party in the style of cause.

On another note, the former property manager was also named as an applicant. Since the property manager no longer acts on behalf of the owners the landlord requested the application be amended to exclude the property manager's name. I amended the application accordingly.

Issue(s) to be Decided

Is the landlord entitled to recover the amounts claimed against the tenant?

Background and Evidence

A tenancy commenced on November 24, 2015 for a fixed term set to expire on November 30, 2016. A second fixed term tenancy agreement was entered into for a tenancy set to commence December 1, 2016 and expire on May 31, 2017. The tenants vacated the rental unit on May 3, 2017.

The parties previously participated in a dispute resolution proceeding set to deal with cross applications (file numbers referenced on cover page of this decision). A final decision was issued on September 12, 2017. By way of that decision, the landlord has received authorization from an Arbitrator to retain the tenants' security deposit and pet damage deposit in partial satisfaction of liquidated damages, unpaid rent and loss of rent. The tenants were also awarded some compensation for loss of a bath/shower and their award was used to partially offset the landlord's award.

By way of this application, the landlord seeks to recover losses related to cleaning, repairing damage, and junk removal from the tenant in the sum of \$1,015.25. The landlord also requested compensation for photocopying for the previous dispute resolution proceeding but I dismissed that claim summarily as such costs are not recoverable under the Act by either party.

The cleaning charges pertain to cleaning of the carpet and other surfaces in the rental unit in the amounts of \$225.00 and \$110.25 respectively. The landlord also claims \$90.00 to repair a large hole in the drywall and \$400.00 to replace a broken door and door frame. Finally, the landlord claims \$90.00 to remove a rug and old mattress left by the tenants.

The landlord provided several photographs and condition inspection reports in support of the landlord's claim. As for the amounts claimed, the landlord submitted that some amounts were paid to the property management company and others were based on estimates provided by the management company and some of the work was completed by the owners. I ordered the landlord to provide me with proof of payment of the amounts paid to the management company. Shortly after the hearing, I received a statement of account the landlord received from the property management company.

Analysis

Upon consideration of the unopposed evidence before me, I provide the following findings and reasons.

Pursuant to section 37 of the Act, at the end of every tenancy a tenant is required to leave the rental unit vacant, reasonably clean and undamaged. Based on all of the unopposed evidence before me, I am satisfied the tenants left behind abandoned property (the rug and old mattress), the unit required additional cleaning, and the unit was damaged (large hole in drywall and broken door/door frame). Accordingly, I find the tenants violated section 37 of the Act and I find the landlord entitled to recover the losses associated to the tenants' violation. I am further satisfied that the amounts claimed by the landlord are within reason and I grant the landlord's request to recover \$1,015.25 from the tenant.

I further award the landlord recovery of the \$100.00 filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order in the sum of \$1,115.25 to serve and enforce upon the tenant.

Conclusion

The landlord has been provided a Monetary Order against the tenant in the sum of \$1,115.25 for cleaning, repairs, garbage removal and recovery of the filing fee.

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 15, 2017

Residential Tenancy Branch