



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for damage to the rental 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 2:00 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 affirmed testimony and present evidence.

The landlord testified that on January 31, 2019, 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 in support of service during the hearing (RN271735601CA). The landlord testified that the registered mail package was delivered to a forwarding address provided by the tenant to the landlord's wife at the end of the tenancy.

Based on the above evidence, I am satisfied that the tenant was deemed 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 damages?

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

Background and Evidence

The tenancy began on June 13, 2011 and ended on January 31, 2019. The monthly rent was \$700.00 payable on the 1st day of each month.

The landlord submitted a “monetary order worksheet” which provides a detailed breakdown of the landlord’s claims totaling \$510.00. The landlord testified that the tenant left the rental unit in a state of uncleanness and disrepair. The landlord submitted various pictures of the rental unit at the end of the tenancy as evidence. The landlord submitted receipts in support of each of the expenses claimed which included cleaning the rental unit, removal of garbage and belongings left behind by the tenant and for repairing a cabinet provided with the unit. The landlord testified the tenant had broken the doors off the unit and the landlord incurred an expense to have the doors reinstalled and purchase of new hinges. The landlord testified that the cleaner took a full day to clean the unit and it took two persons three hours to remove the garbage all of which was charged at a rate of \$25.00 per hour.

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.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I find that the tenant did not leave the rental unit reasonably clean and undamaged and this is supported by the landlord’s evidence submissions and undisputed testimony. The picture evidence submitted by the landlord support his claim that the unit was not cleaned and lots of garbage and belongings were left behind as well as damage to the cabinet. I find that the landlord has established the existence of the damage or loss as 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 \$510.00.

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 \$610.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$610.00. 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: May 16, 2019

Residential Tenancy Branch