



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT
COMMISSION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL MNDL

Introduction

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

- a monetary order money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agent, BR, attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord's agent testified that the tenant was served with the landlord's application for dispute resolution hearing package and evidence on May 30, 2019 by way of registered mail. The landlord provided the tracking information and confirmation of service in their evidentiary materials. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on June 5, 2019, five days after its registered mailing.

During the hearing the landlord's agent confirmed that the tenant had changed their name during this tenancy, and therefore the landlord had included both names in this application. This decision and any orders issued will include both names.

Issue(s) to be Decided

Is the landlord entitled to compensation for losses or damage to the rental unit?

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

Background and Evidence

This month-to-month tenancy began on February 25, 2015 and ended on August 31, 2018. The tenant paid monthly rent in the amount of \$520.00 at the end of the tenancy.

The landlord provided the following list of damages and losses for their monetary claim:

Item	Amount
Move Out Cleaning	\$578.62
Replacement of 3 Bedroom Doors	375.00
Drywall Repairs	186.65
Total Monetary Order Requested	\$1,140.27

The landlord's agent testified that the tenant failed to leave the rental unit in reasonably clean and undamaged condition. The landlord provided invoices, photos, and inspection reports in support of their claim.

Analysis

Section 37(2)(a) of the *Act* stipulates 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 landlord provided sufficient evidence to show that the tenant did not take reasonable care and attention when vacating the suite. I find that the landlord had complied with sections 23 and 35 of the *Act* by performing condition inspection reports for both the move-in and move-out. I also find that the landlord supported their claims with the condition inspection reports, invoices and photos. Accordingly, I find the landlord is entitled to compensation for these damages and losses. I issue the landlord a monetary order in the amount of \$1,140.27 for the losses associated with the tenant's failure to comply with section 37(2)(a) of the *Act*.

I find that the landlord's Application has merit and that the landlord is entitled to recover the fee for filing this Application.

Conclusion

I issue a monetary Order in the amount of \$1,240.27 in the landlord's favour under the following terms which allows a monetary award for damage and losses caused by the tenant, as well as recovery of the filing fee for this application.

Item	Amount
Move Out Cleaning	\$578.62
Replacement of 3 Bedroom Doors	375.00
Drywall Repairs	186.65
Filing Fee	100.00
Total Monetary Order	\$1,240.27

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenants 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: September 3, 2019

Residential Tenancy Branch