

DECISION

Dispute Codes: MND, MNDC and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent, damage to the rental unit, loss or damage under the legislation or rental agreement and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on September 3, 2009, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the items claimed and recovery of the filing fee for this proceeding.

Background, Evidence and Analysis

This tenancy began on May 15, 2007 and ended on May 31, 2008 pursuant to an Order of Possession granted on May 20, 2008 on an application for unpaid rent. The landlord was also issued with a Monetary Order for \$645 for unpaid rent. There was no security deposit.

During the hearing, the landlord gave evidence that the current application was brought for damages to the rental unit after the tenant, who had provided no forwarding address, had been located.

On the present application, the landlord claims and I find as follows:

Extra coat of paint - \$777.00. While the landlord submitted a total paid invoice of \$1,907.32 for painting of the rental unit, the landlord claims only \$777 of that amount for an extra coat of paint required due to extraordinary wear and tear. I find that this claim is warranted and it is allowed.

Rubbish removal - \$497.80. The landlord submitted an invoice for \$497.80 for removal of 26 cubic yards of refuse from the rental unit and yard, including dump fees for two truckloads and GST. On the basis of the invoice and photographic evidence, I find that this claim should be allowed in full.

General cleaning - \$340. On the basis of photographic evidence submitted by the landlord, I find the claim for 17 hours labour at \$20 per hour to be a realistic charge and this claim is allowed in full.

Laundry card - \$10. The landlord gave evidence that the tenant did not return the laundry card at the end of the tenancy and claims \$10 for the cost of replacement. This claim is allowed.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

In total, I find that the tenant owes to the landlord an amount calculated as follows:

| | |
|---------------------|-------------------|
| Extra coat of paint | \$777.00 |
| Rubbish removal | 497.80 |
| General Cleaning | 340.00 |
| Laundry card | 10.00 |
| Filing fee | 50.00 |
| TOTAL | \$1,674.80 |

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for \$1,674.80, enforceable through the Provincial Court of British Columbia, for service on the tenant.