



Dispute Resolution Services

Residential Tenancy Branch

Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNR, MND, MNSD, MNDC

Introduction

This hearing was convened in response to an application by the landlord for a Monetary Order to recover unpaid utilities, damages to the rental unit, and money owed or compensation for damages or loss under the Act, regulation or tenancy agreement, and an order to retain the security deposit in partial satisfaction of the monetary claim.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

The landlord's *amended* claim on application is as follows:

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|--|----------|
| - BC Hydro utility electrical usage difference | \$541.81 |
| - Propane fill at end of tenancy | \$424.28 |
| - Cost of service for 'rubbish' removal | \$501.90 |
| - Lawn repair costs | \$130.00 |
| - Damage to rental unit | \$250.00 |

Landlord's amended total claim on application **\$1847.99**

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The undisputed evidence / testimony of the landlord is as follows: The tenancy began on June 18, 2006. The residential property is on acreage with horses and exterior signage indicating the property as a “Ranch” setting.

The tenant gave Notice to the landlord they would vacate May 31, 2009. The tenant actually vacated within the first 3 days of June 2009.

At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500 and retains the security deposit to this day.

The landlord provided a copy of the tenancy agreement dated June 18, 2006, a quantum of photographs depicting the residential property on June 01, 2009, BC Hydro electrical usage summaries, receipts for propane service, and a signed statement by the operator of the rubbish removal service in respect to the contents removed from the residential property, and a signed invoice from the rubbish removal service.

The landlord’s testimony referenced the tenancy agreement in respect to the tenant’s responsibility for utilities, and for propane. The landlord further provided photographic evidence depicting the purported damages to the residential property, including burns in the lino / vinyl floors, damage to a door knob set, damage to walls – including described as “cigarette smoke”-stained interior walls, a damaged and detached screen door, and defacement of the exterior signage for the property. The landlord also provided evidence of damage to the lawn areas of the residential property, allegedly caused by the tenant’s dogs and dog breeding business on the property. An unlicensed motor vehicle (van) was also left on the property.

The landlord testified he was forced to remove a large amount of the tenant’s belongings after May 31, 2009, so as to accommodate a new incoming tenant. On advise from Residential Tenancy Branch, the landlord moved anything of apparent value to another part of the residential property, and filled a removal truck of other belongings for transport to the tenant

Analysis

Based on the landlord's testimony **I find** the tenant has not paid the outstanding utilities costs for excess electrical usage and propane, and grant the landlord **\$541.81** and **\$424.28** respectively.

I find the landlord is entitled to recover costs for 'rubbish' removal of the tenant's belongings. I accept the landlord's invoice in respect to this cost and **I grant** the landlord nominal damages in the amount of **\$501.90**.

I find the landlord is entitled to recover costs for the remediation of the property's damaged lawn. In spite the absence of a receipt for lawn repairs, I accept the landlord's testimony, and **I find** the landlord's claim of **\$130** for remediation of the property's lawn to be a reasonable mitigation of costs, and therefore grant the landlord this amount.

I find the landlord is entitled to recover costs for repairs inside the rental unit. In spite the absence of receipts for repairs to these damages, I accept the landlord's testimony in respect to the damage, and **I grant** the landlord nominal damages in the amount of **\$125**. The landlord's total entitlement claim is **\$1722.99**

Conclusion

I order that the landlord retain the deposit and interest of \$516.53 in partial satisfaction of the landlord's claim and **I grant** the landlord an Order under Section 67 of the Act for the balance of **\$1206.46**.

If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 16, 2009.