



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MND, MNR, MNSD, O, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and his witness only. The tenant did not attend the hearing.

The landlord provided confirmation that the service of the notice of hearing documents was completed via registered mail to the forwarding address provided by the tenant. I am satisfied the tenant has been served with notice of this hearing in accordance with the *Residential Tenancy Act (Act)*.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage and loss to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The tenancy began in January 2010 as a month to month tenancy for a monthly rent of \$650.00 due on the 1<sup>st</sup> of the month with a security deposit of \$325.00 paid in January 2010.

The landlord testified the tenant took with her from the rental unit an oil heater and a red old fashioned clock as well as damaged the kitchen blinds costing a total of \$200.00 to repair or replace items. The landlord testified that as a result of garbage left outside of the rental unit a fence was damaged by a bear trying to get at the garbage and cost a total of \$100.00 for parts, supplies and labour.

The landlord testified that the rental unit was left in such a state that there were 16 bags of garbage and items that the landlord had to gather up prior to cleaning the rental unit at a cost of \$250.00, including \$160.00 for bagging and removing items and \$90.00 for cleaning the rental unit.

The landlord submitted a hydro bill for the duration of the tenancy that the tenant failed to pay in the amount of \$517.57.

The landlord testified that he offered to complete a move out inspection twice to the tenant who then stopped taking his calls.

### Analysis

In the absence of any evidence or testimony from the tenant I find the landlord has established that the tenant had left the rental unit in such a state that it required the above noted actions and find the landlord has suffered a financial loss as a result of the tenant's non-compliance with Section 37 of the *Act*.

Section 37 requires a tenant who vacates a rental unit to leave the unit reasonably clean and undamaged except for reasonable wear and tear.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,117.57** comprised of \$550.00 losses related to the condition of the rental unit at the end of the tenancy; \$517.57 hydro owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$325.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$792.57**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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 20, 2010.

---

Dispute Resolution Officer