



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

AMENDED DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This was an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The landlord participated in the hearing. The tenant did not call into the hearing and did not participate although the landlord personally served him with the application for dispute resolution and Notice of Hearing on December 31, 2009.

Background and Evidence

The rental property is a single family house. The tenancy began on December 27, 2008 for a fixed term and thereafter month to month with rent in the amount of \$2,000.00 payable in advance on the first day of each month. The tenant paid a security deposit of \$1,000.00 at the commencement of the tenancy.

The tenant moved out of the rental unit in early September, 2009 without providing written notice. The tenant did not provide a forwarding address and he did not participate in a move-out condition inspection.

The tenancy agreement prohibited the tenant from having pets, but, notwithstanding the prohibition the tenant kept a dog or dogs in the rental unit. When the landlord attended at the rental unit on September 4, 2009 the tenant had vacated, but the rental property was unclean and smelled of pet urine. The yard had not been maintained by the tenant contrary to the provisions of the tenancy agreement and the house was exceedingly dirty and the tenant left junk behind. The carpets in the house were stained with pet urine in numerous places; they had to be lifted, portions of the underlay were removed and the sub-floor treated before the carpets could be steam cleaned. The tenant did not

return keys to the house or to the community post box. A door key was broken off in the front door lock. The tenant did not return two garage door remote controls given to him at the commencement of the tenancy. The landlord submitted photographs of the rental property and provided invoices for his out of pocket expenditures.

The landlord claimed a monetary order in the amount of \$2,999.95. He claimed unpaid rent for September in the amount of \$2,000.00 and \$1,027.95 for expenses and supplies. He claimed \$769.50 for cleaning, painting and repairs inside the house, based on \$25.65 hours of work at a rate of \$30.00 per hour, as provided by the tenancy agreement. The landlord charged \$203.00 for landscaping, yard cleanup and lawn mowing at \$35.00 per hour, also as provided by the tenancy agreement.

Analysis and Conclusion

I accept the landlord's undisputed evidence as to the condition of the rental property and the work done to restore it to a rentable condition. Although the landlord claimed the amount of \$2,999.95 in his application, the actual claim was intended to be \$3,999.95; the landlord incorrectly deducted the amount of the security deposit from the amount he intended to claim. I allow the claim in the amount of \$3,999.95. The landlord is entitled to recover the \$50.00 filing fee for his application for a total claim of \$4,049.95. I order that the landlord retain the deposit and accrued interest totalling the amount of \$1,000.20 and I grant the landlord an order under section 67 for the balance due of \$3,049.75. This order may be filed in the Small Claims Court and enforced as an order of that Court.