

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application filed by the landlord seeking a monetary order for damages, an order to be allowed to retain the security deposit and an order to recover the filing fee paid for the cost of this application. The landlord advised that he did not intent to make a claim for rental arrears as shown on the application. In total the landlord seeks \$1,050.00.

The landlord appeared the hearing of this matter and the tenant was presented by the Public Guardian and Trustee of British Columbia.

Both parties gave evidence under oath.

### Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

### Background and Evidence

This tenancy began in July 1979 at which time the tenant paid a security deposit of \$132.00. The landlord testified that the tenancy ended on September 30, 2010 when the tenant came under the care of the mental health authorities. The landlord says the tenant vacated the rental unit without cleaning or making repairs and that she left behind garbage and debris that needed to be cleared out. The landlord supplied invoices indicating that he spent far more than \$1,000.00 to repair and clean the rental unit however he has limited his claim to \$1,000.00.

Agent for the tenant testified that she disagrees with charges for example the charges for painting the rental unit at the end of this 31 year tenancy. Agent for the tenant testified that she cannot be certain that the debris and goods left behind were that of the tenants and therefore she objected to that claim as well.

The landlord responded that all of the goods left behind were the tenants' belongings and that her mental health worker told him to dispose of the goods and the landlord says it cost \$408.00 to bring in a bin and have the goods removed.

### Analysis

With respect to the removal of debris, garbage and goods, this tenancy ended after 31 years, based on a balance of probabilities the goods left behind were the property of the tenants. I therefore find he is entitled to be compensated for the cost of removing these goods. The landlord was unable to state when the rental unit was last painted. I do not accept that the tenant should be responsible for the costs of re-painting the rental unit after a tenancy of 31 years. I therefore dismiss this portion of his claim. However, given the circumstances surrounding the end of this tenancy, I do agree that some amount of cleaning was necessary and I will allow the landlord a sum in this regard.

### Conclusion

The security deposit of \$132.00 with interest calculated from July 1, 1979 to date now has a value of \$461.98. In total satisfaction of all of his claims I will allow the landlord to retain the deposit and accumulated interest.

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*.