



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began August 1, 2006 with monthly rent of \$1600.00 and the tenants paid a security deposit of \$800.00 and a pet damage deposit of \$400.00. On January 25, 2011 the tenants gave the landlord notice that they would be vacating the rental unit on February 1, 2011 and vacated the rental unit February 10, 2011.

The landlord testified that when the tenants provided notice to the landlord that they would be vacating the rental property in less than 1 week, he advised the tenants that the February rent still needed to be paid however the tenants vacated without paying the rent or the water bill. The landlord conducted a move out inspection with the tenants and due to the condition of the property the tenants promised to return to the property by February 12, 2011 to repaint one of the bedrooms and clean up the yard but did neither.

The landlord said that the tenants left a huge amount of trash, broken furniture and castoff items all throughout the house and garage and piled up all over the yard and this is clearly shown in the landlord photographic evidence. The landlord stated that it took 10 truck loads to remove all of the trash left behind by the tenants. The landlord said that some areas of the inside of the residence were in good condition with others

requiring extensive repair. The landlord said that a bedroom had to be repainted, walls in the basement repaired, a mirror replaced and the dining room light replaced.

The landlord in this application is seeking compensation for the following:

Cleaning, trash removal, mirror, fireplace, painting, light fixture	\$2000.00
February rent	\$1790.00
Water bill	\$177.25
Total Claim	\$3967.25

The tenant stated that they had ended the tenancy early as there was a sewage backup in the basement that the landlord had not had repaired or cleaned up for over 2 weeks and the cost of oil for the furnace extremely high. The tenant brought up a claim for moving expenses, repairs etc. and was advised that he would have to bring his own application forward to claim against the landlord.

The tenant stated that he had fully intended on returning to the property to clean it up and when he sent hired helpers over on February 12 an agent for the landlord told them to get off the property as they had already started the clean up. The tenant maintained that much of the trash shown in the landlord's photos was present on the site at the beginning of the tenancy 5 years ago. The tenant stated that the landlord was going to pay the tenant to complete clean up of the property but never did so the clean up never happened. The landlord stated that the tenant was lying in his testimony and that all of the trash on the property was brought on to the property by the tenants.

The tenant stated that he felt it was unreasonable for the landlord to be charging him for the mirror and light fixture as both the original mirror and light fixture were in the basement and he had pointed them out to the landlord during the move-out inspection, the landlord refuted this claim. The tenant also pointed out that the move-out inspection for the most part shows the residence in good condition.

The landlord stated that they always tried to work with the tenants and always responded to any requests for repairs. The landlord also stated that while they have submitted numerous receipts that total well over \$3000.00, they are only claiming \$2000.00 for damages and cleaning costs.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, damages and cleaning costs.

The landlord has submitted a \$1600.00 receipt for 10 loads of trash being loaded and hauled to the dump and while there was a substantial amount of trash removed from the property, I find this bill excessively high. For removal of the trash I find the landlord is entitled to the limited amount of \$1000.00 or \$100.00 per trip.

The landlord has submitted a \$420.00 receipt for painting of the hall entrance and bedroom, replacement of the mirror and light and cleaning costs. I find that the landlord is entitled to \$420.00 for damages and cleaning costs.

The landlord is also entitled to a monetary order for the February 2011 rent in the amount of \$1790.00.

I find that the landlord has established a total claim for \$3210.00 in unpaid rent, cleaning costs and damages.

The landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$3210.00 in unpaid rent, cleaning costs and damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$800.00 security deposit, \$400.00 pet damage deposit and \$38.91 in interest in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$2021.09**.

If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 21, 2011.

Residential Tenancy Branch