



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for money owed or compensation for damage or loss, 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 July 1, 2009 with monthly rent of \$550.00 and the tenant paid a security deposit of \$275.00. The tenancy ended December 31, 2010 however upon vacating the tenant did not removed his belongings from the rental unit. In late January 2011 the tenant advised the landlord that he was abandoning the personal items left in the suite.

The tenants advocate stated that they were not in receipt of all of the landlord's evidence and the landlord provided a tracking number for the delivery of the evidence.

The landlord testified that the rental unit was left in terrible condition by the tenant with cast off items, broken furniture and trash all throughout the unit. The rental unit was very dirty, the walls damaged from being used for darts and the floors in the kitchen and bathroom damaged. The tenant did not make himself available for a move-out inspection. The landlord advised the tenant at the end of the tenancy that he could have 3 extra days to remove his items however the tenant did not go to the rental unit until 4:30 on the last day at which time the landlord was no longer available to let the tenant in to the building.

The landlord stated that in January they made numerous attempts to contact the tenant and have him come remove his belongings which remained in the rental unit however the tenant was unresponsive to these requests. The tenant's mother finally told the landlord that the items in question did not belong to her son and the landlord should dispose of them. The tenant then contacted the landlord in late January by phone and advised them that he would not be back to clear out the items.

The tenant brought up issues he had during the tenancy such as the thermostat not working, taps leaking etc. and was advised on a number of occasions in this hearing that this was the landlord's application and the tenant could not make a claim for compensation during this hearing.

The tenants advocate asked the landlord to consider keeping the tenant's \$275.00 security deposit in full satisfaction of this claim and the landlord agreed to this settlement under the condition that the tenant did not make a future claim against the landlord. The advocate attempted to explain the settlement to the tenant however the tenant refused to accept the settlement feeling he was entitled to compensation for 'pain and suffering' and shortly thereafter disconnected from the hearing.

The landlord in this application is seeking \$700.00 compensation for trash removal, cleaning and repairs and referred to the receipts submitted into evidence which show the breakdown of these 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 tenant did not clean the rental unit prior to vacating and left the rental unit full of trash, broken furniture and very dirty with damage to the walls and floor resulting in the unit being un-rentable.

I find that the landlord has established a claim for \$700.00 in unpaid rent, damages and cleaning costs.

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

Conclusion

I find that the landlord has established a monetary claim for \$700.00 in unpaid rent, damages and cleaning costs. 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 \$275.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$475.00**.

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 29, 2011.

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Residential Tenancy Branch