



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, to keep all or part of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail RW 566 803 531 CA and that the registered mail was returned as '*refused*'. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began September 1, 2009 with monthly rent of \$1850.00 and the tenants paid a security deposit of \$1850.00.

The landlord testified that on January 31, 2011 at 12 noon she and a witness went to the rental unit to complete the move-out inspection with the tenants. The tenants advised the landlord that they had not finished packing, were not ready to complete the move-out inspection and asked the landlord to come back at 9:00PM. When the landlord and her witness returned to the rental property at 9:00PM the tenants had vacated the rental unit and were not on site. The landlord then attempted to contact the tenants by phone to arrange the move-out inspection but the tenants refused to respond to the landlord's phone calls.

The landlord continued to attempt to contact the tenants throughout the evening to arrange the move-out inspection with no success. On February 1, 2011 the landlord returned to the rental property and completed the move out inspection with her witness.

During the move-out inspection excessive damage to the rental unit was discovered and the landlord noted that there was garbage and broken furniture left all through-out the unit and outside in the yard, holes and damage to the walls, the carpets filthy and covered with large stains, ceiling fixtures broken and missing, blinds broken, kitchen cabinets broken and the entire unit left very dirty.

The landlord also stated that she obtained a number of estimates from contractors for the work that needed to be completed before making her selection. The landlord stated that the rental unit remained empty for a month while repairs were being completed and that it took another month to finally get the unit re-tenanted.

The landlord in this application is seeking \$4487.94 compensation for damages to the rental unit and cleaning costs.

House repairs: paint, drywall, windows, closet doors, kitchen cabinets, light fixtures etc.	\$4121.60
Carpet Cleaning	\$246.34
Trash removal	\$120.00
Total claim	\$4487.94

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 damages and cleaning costs.

Photographic evidence submitted by the landlord confirms the damaged and filthy condition the rental unit was left in by the tenants and that it took a substantial amount of work to get the unit back to rentable condition.

I find that the landlord has established a claim for \$4487.94 in damages and cleaning costs.

As the landlord has been successful in their application they are entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$4487.94 in 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 \$1850.00 security

deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$2687.94**.

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: July 20, 2011.

Residential Tenancy Branch