



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent, damage to the unit and compensation for damage or loss - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on April 15, 2010 with rent in the amount of \$975.00 payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$487.50. The Landlord reduced the rent for the months of October and November 2011 to \$550.00 and the Tenant failed to pay rent for November 2011. The Landlord served the Tenant with a Notice to End tenancy for non-payment of rent with an effective date of November 20, 2011 and the Tenant states that the unit was vacated on November 22, 2011. The Landlord claims unpaid rent in the amount of \$550.00 and various amounts for propane costs, garbage removal, cleaning and damages. No receipts, invoices or accounting was provided for any of the amounts claimed beyond the unpaid rent.

The Parties do not dispute that a move-in inspection was conducted at the beginning of the tenancy by the co-tenant and that the Tenant failed to participate in the move-out inspection despite several offers by the Landlord. The Landlord conducted the move-out inspection and report alone.

The Tenant does not dispute that the unit was left with articles of furniture and clothing left behind but states that the furniture and most of the garbage left behind belonged to the previous co-tenant who had moved out of the unit in October 2011. There is no dispute that the Landlord had permission to haul the articles to the garbage disposal. The Tenant states that he accepts only 1/3 the costs of the garbage removal and that while he cleaned the unit before move-out, he agrees that the cleaning job was not great. The Tenant states that the carpets were all steam cleaned in October 2011 and does not dispute that he did not steam clean the carpets again at move-out but states that the costs of cleaning the carpets in October was only \$45.00. It is noted that the Tenant did not provide any evidence to substantiate this carpet cleaning. The Tenant disputes that there were any other damages to the unit and it is noted that no damages are noted on the move-out inspection report. It is also noted that despite the Landlord stating that pictures were taken of the unit at the end of the tenancy, these pictures were not provided as evidence.

Analysis

Given the undisputed evidence of the Parties that the rent for November 2011 was unpaid, I find that the Landlord has substantiated this claim and is entitled to the amount of **\$550.00**. Given the undisputed evidence of the Parties that the unit was not cleaned as well as it could have been and that articles left in the unit were taken to the garbage by the Landlord, taking into account that the Tenant disputes responsibility for the total cost of garbage removal and cleaning and considering the lack of supporting evidence on costs for these damages claimed by the Landlord, I find that the Landlord has substantiated costs of cleaning the unit and carpets in the amount of **\$275.00** and

garbage removal in the amount of **\$160.00**. The remaining costs claimed by the Landlord are dismissed for lack of evidence.

As the Landlord has substantiated at least half the costs claimed, I find that the Landlord is entitled to recovery of the filing fee in the amount of **\$50.00** for a total entitlement of **\$1,035.00** (550.00 + 275.00 + 160.00 + 50.00). The **security deposit** plus interest of \$487.50 is set off from this amount leaving the amount of **\$547.50** remaining payable by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$487.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$547.50**. If necessary, this order may be filed in the Small Claims Court 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: September 09, 2011.

Residential Tenancy Branch