



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF, O

Introduction

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

The Landlord applied on October 4, 2011 for:

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

The Tenant applied on June 13, 2011 for:

1. A Monetary Order for return of double the security deposit – Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

This matter was set for a conference call hearing at 9:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes. The only participant who called into the hearing during this time was the Landlord. The Tenant failed to attend to present its claim. The Landlord appeared and was ready to proceed.

In the absence of the Tenant who made an application, I dismiss the Tenant's claim without leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 1, 2010 and ended on August 31, 2011. Rent in the amount of \$975.00 was 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 \$450.00 and a pet deposit of \$175.00. The Tenant failed to pay the amount of \$525.00 for the last month's rent.

Approximately two weeks prior to the end of the tenancy, the Landlord discussed damage to the tile flooring in the unit and the laminate floors in the closet with the Tenant. The Tenant had allowed ferrets to be free on the tile floors leaving the tiles stained by urine and feces. The Tenant had also kept a puppy in the closet for periods of time, leaving extensive damage to the laminate floors and walls of the closet. The Landlord attended to repairing these items while the Tenant was still in the unit, advised the Tenant of his responsibility for the damage and asked the Tenant to assist the Landlord to make repairs. The Tenant did not do so and the Landlord completed the repairs himself. After leaving the unit, the Tenant failed to clean the unit and left furniture and other garbage causing the Landlord to clean the unit and remove the garbage. The Landlord claims the amount of \$1,521.82 as set out in the monetary order worksheet provided as evidence. It is noted that this amount included the cost of serving the application and notice of hearing by registered mail.

Analysis

Section 37 of the Act provides that when a tenancy vacates a rental unit, the tenant must leave the unit reasonably clean and undamaged except for reasonable wear and tear. Given the undisputed evidence of the Landlord, I find that the Tenant failed to pay

the full rent for August 2011 and left the unit unreasonably unclean. I also find on this basis that the Tenant damaged the unit by allowing animals to roam freely on the floor and by keeping a dog in the closet without keeping the areas free of urine and feces. Considering these findings and the reasonable costs claimed to repair and clean the unit, I find that the Landlord is entitled to the amount of \$1,508.74. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$1,558.74**. I dismiss the costs claimed for serving the Tenant with the application and notice of hearing. Setting the security and pet deposit plus interest in the amount of **\$625.00** off the entitlement leaves the amount of **\$933.74** payable by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$625.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$933.74**. 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: December 13, 2011.

Residential Tenancy Branch