



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, 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, money owed or compensation due to damage or loss and recovery of the filing fee.

This matter was originally set for March 15, 2012. During that hearing the tenant who participated stated that she was under a doctor's care, on medication and requested an adjournment. The other tenant named in this claim did not attend as she was taking a mid-term exam. The landlord granted the adjournment and the matter set for this date and time and that information provided to the parties during the March 15, 2012 hearing. The new hearing documents were sent to the parties by the branch.

The landlord participated in the conference call hearing, the tenants did not attend. Based on the information provided to the parties in the March 15, 2012 hearing I am satisfied that the tenant's new of 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 June 15, 2011 with monthly rent of \$1500.00 and the tenants paid a security deposit of \$750.00 and a pet damage deposit of \$750.00.

The landlord testified that on December 23, 2011 the tenants gave the landlord notice that they would be vacating the rental unit December 31, 2011. The landlord stated that a move out inspection was completed with the tenants and the rental unit found to be dirty and damaged both inside and out.

The landlord stated that the rental unit had to be re-painted, the locks re-keyed, the tenants left trash and discarded items all through the rental property, numerous light

bulbs were burned out and not replaced, the tenant's did not clean when they vacated and because of the short notice the landlord suffered a loss of rental income for January 2012.

The landlord stated that the yard and lawn was left damaged by the tenants but they had not yet hired a landscaper to repair the lawn.

The landlord in this application is seeking \$3054.41 compensation for the following:

Painting of rental unit	\$300.00
Re-seed grass	\$250.00
Cleaning of rental unit	\$280.00
Junk removal	\$120.00
Replace 13 light bulbs	\$30.00
Loss of January 2012 rent	\$1500.00
<b>Total Claim</b>	<b>\$2404.41</b>

### 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's testimony and photographic evidence clearly establishes that the tenants left the rental unit in very poor condition, no cleaning was done by the tenants and an excessive amount of trash and discarded items were left in the rental unit. The tenant's also did not provide proper notice to vacate which resulted in a loss of rental income for January 2012. Accordingly I find that the landlord is entitled to a monetary order for \$2404.41.

The landlord at this time has not suffered a financial loss in regards to the repairs required for the yard and lawn therefore as the landlord has not incurred a cost to complete the required repairs, this portion of the landlord's application is dismissed with leave to reapply.

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

### Conclusion

I find that the landlord has established a monetary claim for \$2404.41 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 \$750.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1654.41**.

If the amount is not paid by the tenant(s), 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: April 16, 2012

---

Residential Tenancy Branch