



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR, MNSD, MNDC

### **Introduction**

This hearing was convened in response to an application filed by the landlord seeking:

1. A monetary order for unpaid rent;
2. A monetary order for damage and/or compensation;
3. An order to be allowed to retain the security deposit; and
4. A monetary order to recover the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

### **Summary of Background**

This tenancy began on or about August 1, 2009 at which time the tenants paid a security deposit of \$600.00. At the start of the tenancy the rental unit was occupied by the tenant and his spouse. In or about September 2010 the tenant and his spouse separated the tenant took over the tenancy on his own. The tenant submitted that she paid his spouse her share of the security deposit when she vacated. Rent was \$1,220.00 per month when this tenant took over the tenancy on his own. The landlord agreed to allow the tenant to pay rent to coincide with his paydays and the tenant paid two monthly payments each in the sum of \$610.00.

The landlord says that one of the tenant's \$610.00 payments for February's rent was dishonoured by his bank. The tenant did make a payment but a further \$170.00 was left outstanding.

The landlord says further that in March while she was in Mexico she learned that the tenant's two cheques for March's rent had also been returned by his bank. The landlord provided the Returned Item Advice slips from Canada Trust with regard to the tenants's dishonoured cheques.

The landlord says she returned home from Mexico to find that the tenant had vacated the rent. The landlord says when she returned she was surprised to see the condition

of the rental unit after the tenant vacated. The landlord says there was garbage that had to be taken to the dump and there was damage to the walls, paint was gouged, the drywall corners had been banged in. The landlord could not find the keys to the door or the mailbox. The landlord provided invoices and photographs of the rental unit. The landlord says he also took some of her goods with him such as a ladder and hose. The landlord makes the following claims:

February rental arrears	\$ 170.00
Ladder	100.00
Hose	50.00
Cleaning Costs	487.50
Dump fees and garbage removal costs	375.00
Painting and supplies	360.00
Re-keying locks	44.80
Total	\$2,807.30

The tenants says the arrears for February were \$150.00 not \$170.00 The tenant says the rent for March was paid because he always paid his rent a month in advance commencing with September's rental payment. The tenant says that the reason his rent was paid in advance was because his former spouse paid September's rent so the rental payment he made in September should have been credited to October and then he continued to make his payments in advance: paying November's rental payment in October; December's rental payment in November and so forth. The tenant did not submit any banking records in this regard stating that he was unable to subpoena his former spouse's bank records to prove the payments made.

The tenant says that he did not take the landlord's ladder or hose. He agrees he did not clean. He says the dump fees are excessive and he says he left the keys on the counter.

### **Analysis and Findings**

Where the parties disagree I prefer the testimony of the landlord which is supported by the documentary evidence she has submitted save for the costs of the ladder and hose which I find she has not proven. I will therefore allow the landlord's claim as follows:

February rental arrears	\$ 170.00
Cleaning Costs	487.50

Dump fees and garbage removal costs	375.00
Painting and supplies	360.00
Re-keying locks	44.80
Total	\$2,657.30

The landlord requests to be allowed to retain the security deposit in partial satisfaction of this claim and I will grant an order in that regard.

Having been successful in this application I also find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

### Conclusion

I will make an Order in favour of the landlord as follows:

Rental Arrears and Other costs as set out above	\$2,657.30
Less Security Deposit (no interest accrued)	-600.00
<b>Total Monetary Award in favour of Landlord</b>	<b>\$2,107.30</b>

The landlord is provided with a formal Order in the above terms. The tenant must be served with a copy of the order as soon as possible. Should the tenant fail to comply with the Order the Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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 25, 2012.

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Residential Tenancy Branch