



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages 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. 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 December 1, 2011 with monthly rent of \$1200.00 and the tenants paid a security deposit of \$600.00.

The landlord testified that the tenants gave notice to vacate March 31, 2012 but did not vacate the property until April 2, 2012. The landlord stated that it then took until April 10, 2012 for the tenants to remove the rest of their belongings from the yard which included a camper trailer, utility trailer and construction items that were piled up by the fence.

The landlord stated that because the tenants over-held the property and still had their personal items in the house, the new tenants could not take possession of the property until April 3, 2012. The landlord stated that they have pro-rated the rent for the new tenants because of the delay in getting possession and given the new tenants a \$74.40 rent reduction for April 2012.

The landlord stated that the tenants never did complete cleaning up the house and yard or repair the front door and the landlord and her son had to complete all of the work. The landlord has submitted receipts in the amount of \$370.00 for repair of the damaged entry door, for removing debris from the yard and restoring the yard to an acceptable condition. The landlord referred to the photographic evidence that was submitted to confirm the condition of the property.

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 loss, damage and cleaning costs.

The landlord's photographic evidence clearly establishes the condition the rental property was left in when the tenants vacated and that not only was cleaning required in the rental unit but also in the yard. The landlord has also submitted receipts for the following work that was completed:

- Yard mowing and clean-up - \$47.00
- Entry door repair - \$249.00
- Trash removal - \$52.00
- Mower rental - \$22.00
- Rent reimbursement to new tenants - \$77.40
(\$1200.00/31 days = \$38.70 per day)

Accordingly I find that the landlord is entitled to a monetary order for \$447.40.

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 \$447.40 in loss, damage 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 \$497.40 of the tenant's security deposit in full satisfaction of the claim.

The landlord is to return the \$102.60 remaining balance of the \$600.00 security deposit to the tenants within 2 weeks of receipt of this decision.

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: May 2, 2012

Residential Tenancy Branch