



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, FF*

Introduction.

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for an order to retain the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

A hearing was conducted on July 09, 2012 to resolve a dispute between these two parties. Among other remedies, the landlord had applied to retain the security deposit. The Arbitrator dismissed this portion of the application with leave to reapply and allowed the landlord to retain \$50.00 towards the recovery of the filing fee paid for that application.

Issues to be decided

Is the landlord entitled to retain the security deposit? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on November 01, 2010 and ended on or about June 29, 2012. The monthly rent was \$750.00 and the prior to moving in the tenant paid a security deposit of \$375.00. The rental unit consists of a mobile home located on 11 acres.

The landlord stated that the tenant was allowed pets, and her understanding was that the tenant had two dogs. The tenant stated that she dealt with the property manager who did not clarify what pets she was allowed to have. The tenant agreed that she had several animals including horses and cats.

The landlord gave the tenant a choice of dates and times to do the move out inspection. The tenant made an appointment for June 29 at 1:00 pm, but moved out prior to that date and did not attend the inspection. Upon arrival at the rental unit, the landlord found that there were piles of horse droppings and hay scattered all over the yard and the fence was chewed up in several places. The landlord stated that it took approximately three days to clean the yard of all the droppings. She also stated that the addition to the mobile home had a strong odour of cat urine and that there was a considerable amount of dog faeces in the barn.

The tenant agreed that she left the horse droppings in a compost pile. She stated that upon moving in, she found dog faeces left behind by the previous tenant.

The landlord stated that she incurred huge costs to repair the unit and restore it to a condition in which it could be re rented. The landlord provided invoices and a list of all the cleaning items she purchased. Even though the landlord spent a substantial amount of money to repair and clean, she is only claiming \$375.00.

Analysis

Based on the verbal testimony and the documents filed into evidence, I prefer the testimony of the landlord. I find that the tenant left the unit in a condition that required cleaning. The tenant agreed that she left the horse droppings in the yard and justified the presence of dog faeces by claiming that the previous owner had not cleaned up.

The landlord spent a considerable amount of time cleaning up the yard and the rental unit and also incurred costs for cleaning supplies. I find that the claim made by the landlord in the amount of \$375.00 will not cover the costs incurred by her for cleaning but since the landlord is claiming just \$375.00, I will award her the amount of her claim.

The landlord was awarded \$50.00 from a previous hearing. The landlord has also proven her claim and is entitled to the recovery of the filing fee for this application. Overall the landlord has established a claim for \$475.00.

I order that the landlord retain the deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$100.00**.

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: November 16, 2012.

Residential Tenancy Branch

