



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COQUINCO HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order to retain the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord gave sworn evidence that the Application for Dispute Resolution was served by registered mail. It was verified online as successfully delivered. I find that the tenant was served with the documents according to section 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities entitlement to a Monetary Order for damages and filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced in December 2005, a security deposit of \$550 was paid and rent was \$1285 monthly when the tenant vacated in July 2013. The landlord provided evidence that the tenant had left many belongings and that the unit required cleaning. The landlord claims \$210 for dumping, \$168 for cleaning the unit, \$80 for cleaning the carpet and \$75 for additional dumping that is required.

She said that some of the tenant's items are still on the property such as a barbeque, chairs and lamps and she would like instructions from the tenant to dispose of them if he does not want them as she does not want him to incur storage fees. The landlord is claiming \$533 in total requests to retain the security deposit to offset the amount owing. The tenant submitted no documents to dispute the amount owing.

In evidence is a condition inspection report, the lease, all invoices and photographs.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

The onus is on the landlord to prove on the balance of probabilities that the tenant caused the damages, that they are beyond reasonable wear and tear and the cost to cure the damage. I find the landlord has satisfied the onus. The claim is well supported by the documents in evidence showing the condition of the unit at move-in and move-out, the invoices and the photographs of the items left behind. I find the landlord entitled to \$533 as claimed and to retain the security deposit with interest to offset the amount owing.

I advise the tenant to instruct the landlord in writing as soon as possible concerning the remainder of his belongings as he may incur storage fees if they continue to remain on the landlord's property. He may wish to have them donated or disposed of.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Cleaning/dumping(210+168)	378.00
Carpet cleaning	80.00
Further disposal	75.00
Filing fee	50.00
Less security deposit and interest	-569.46
Monetary Order to Landlord	13.54

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: August 13, 2013

Residential Tenancy Branch