



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      mnr, mnd, ff

### **Introduction:**

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order for cleaning costs, garbage removal, costs to obtain and enforce a Writ of Possession, and loss of rental income.

### **Issues to be decided:**

I am asked to determine whether the tenant is liable for these costs of the landlord.

### **Background and Evidence:**

A fixed term tenancy was entered into January 8, 2013. After a failure to pay all of June's rent, the tenancy was ended, and the landlord obtained an Order of Possession. The tenant failed to vacate the premises as ordered, and the landlord was obliged to file for a Writ of Possession in court, and have that Writ enforced by a bailiff. The tenant was forcibly evicted on or about August 21, 2013.

The tenant left many bags of garbage in and out of the house, requiring 2 trips by the landlord to the Mission landfill. The tenant had kept dogs, over 100 snakes, rodents and other small animals in the premises. The house reeked of urine, and there was snake skin, fur and dead flies left uncleaned by the tenant. The premises required significant cleaning and a cleaning service was hired by the landlord. The landlord was also required to engage an exterminator to ensure all snakes were out of the house.

The tenant paid no rent for July or August. His agreement required rental payments of \$1,200 per month.

### **Analysis:**

In addition to the requirement to pay rent as and when due, for any tenancy tenants must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. Tenants are generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.

The landlord has lost rental income for July and August. The tenant is liable for this loss as he occupied the premises for all of July and most of August, and left the premises in

an unrentable condition when he was eventually removed. The tenant must pay the sum of \$2,400.00 to the landlord for this loss of rental income.

I also accept that the tenant is liable for the following costs claimed by the landlord:

1. District of Mission garbage dump fees of \$34.25;
2. Molly maid cleaning charge of \$157.50;
3. Ted the Terminator Inc. charge of \$157.50;
4. The court's filing fee for the Writ of Possession, of \$120.00;
5. Accurate Court Bailiff Services Ltd. charge of \$1,947.56;
6. The landlords' \$50.00 filing fee for this application.

The total sum awarded is \$4,866.81.

**Conclusion:**

The tenant is ordered to pay the sum of \$4,866.81 to the landlord.

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: September 12, 2013

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Residential Tenancy Branch

