



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation for damage to the rental unit. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, the tenant confirmed that she had received the landlord's application and evidence. The tenant did not submit any documentary evidence but she gave testimony in the hearing. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 1, 2007. At the outset of the tenancy, the landlord and the tenant conducted a joint move-in inspection and completed a condition inspection report. The landlord stated that they had served the tenant with an order of possession and the tenant was to be out by the end of June 2011, but by that date the tenant was still not moved out of the rental unit. The tenancy ended on August 15, 2011. On that date, the landlord and the tenant carried out a move-out inspection; however, the tenant did not sign the condition inspection report or indicate whether she agreed or disagreed with the report.

The landlord's evidence was that at the end of the tenancy the tenant left the rental unit dirty and requiring some repairs. The landlord has claimed compensation as follows:

- 1) \$28.10 to repair bifold door and replace towel bar;
- 2) \$400 for 20 hours of cleaning;
- 3) \$359.24 to rent a garbage bin for the tenant's garbage;
- 4) \$56 for carpet cleaning on stairs; and
- 5) \$302.40 for labour to remove garbage.

The landlord submitted invoices and several photographs of the rental unit after the tenant left. The photographs show that the tenant left behind numerous personal possessions and furniture throughout the rental unit.

The tenant's response was that she had to move out of the rental unit fairly quickly because of the order of possession, and she had no way of getting everything out of the unit that quickly. The tenant offered to pay for the next month's rent so she could have more time to move out, but the landlord refused to accept it.

Analysis

Upon consideration of the evidence, I find that the landlord is entitled to their claim in its entirety. The landlord's evidence showed that the tenant was well aware that she had to vacate the unit, and she was given more time to do so, but she still left an excessive amount of items behind. The landlord is not required to wait beyond the effective date of an order of possession to allow the tenant to move out at their leisure. I find the landlord's claims to be very reasonable in the circumstances.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$1195.74. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 9, 2013

Residential Tenancy Branch

