



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, MNSD, MND, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of cleaning, for compensation for the items taken by the tenant at the end of tenancy and for the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on September 12, 2013, he served the tenant with the notice of hearing by registered mail to the address provided by the tenant. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

During the hearing the landlord informed me that he had already returned the security deposit to the tenant by certified cheque and therefore, this portion of the landlord's application is dismissed.

### **Issues to be decided**

Is the landlord entitled to a monetary order the cost of cleaning, for compensation for the items taken by the tenant at the end of tenancy and for the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started in July 01, 2011 at which time the tenant rented a room from the landlord who also lived in the house and shared facilities. In October 2012, the landlord moved out and the tenant continued to rent a room in the furnished house. A new tenant was found for the other room in the house. The tenant paid her rent directly to the landlord and shared a kitchen. The rent was \$550.00 per month and the tenant paid a security deposit of \$275.00. The tenant had difficulty getting along with the other occupant and on September 01, 2013, she moved out.

The landlord and tenant made an appointment to do a move out inspection on September 01 and just prior to the appointed time; the tenant sent the landlord a message to say that she had already left the house. The landlord conducted an inspection and found that the house was left in a dirty condition. The tenant had left food in the cupboards, cat litter in a corner and had not cleaned the appliances.

The landlord filed photographs to support his testimony. The landlord also found items missing from the house and provided a list of the items.

The landlord also filed a copy of an email from the tenant in which she admits that she took some items and offers the landlord three options:

1. Pay the tenant \$775.00 and she will return the items taken
2. Return the deposit of \$225.00 and she will keep the items.
3. Choose neither of the above options and she will apply for dispute resolution.

The landlord spent about six hours cleaning up and has requested to be reimbursed for his time in the amount of \$120.00. The landlord also filed a list of the items that are missing and the approximate cost to replace them used. The list includes panniers (\$75.00), shelf (\$40.00), 2 end tables (\$45.00), bookshelf (\$40.00) and kitchen ware (\$100.00), the tenant has also applied for the cost of mailing (\$20.09) and printing photographs (\$45.72).

### **Analysis**

Based on the undisputed testimony of the landlord and the photographs filed into evidence, I find that the landlord has established a claim for \$120.00 for cleaning and \$300.00 for the items removed from the house. The legislation does not permit me to award any litigation related costs other than the filing fee and therefore the landlord's application for the cost of mailing and printing photographs is dismissed. Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$420.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. 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 of **\$420.00**.

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: December 13, 2013

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Residential Tenancy Branch

