



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MND, MNR, MNSD, MNDC

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage to the rental unit; unpaid rent or utilities; damage or loss under the Act, regulations or tenancy agreement; and authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord testified that he sent the hearing documents to the tenant via registered mail at her current address of residence on March 4, 2014. The landlord provided a copy of the registered mail receipt, including tracking number, as proof of service. The landlord testified that the registered mail sent to the tenant was refused and returned to him. In response, the landlord confirmed with the tenant's current landlord that the tenant is still residing at that address. In May 2014 the landlord attempted to deliver the hearing documents to the tenant's residence himself and he left the documents at the tenant's front door. On June 9, 2014 the landlord sent his evidence to the tenant via regular mail.

Section 90 of the Act deems a person to have received documents five days after mailing so that a person cannot avoid service by refusing to accept or pick up their mail. Based upon the evidence presented to me, I find the tenant is deemed to have been served with the landlord's Application for Dispute Resolution and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Has the landlord established an entitlement to receive compensation for the amounts claimed?
2. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The month to month tenancy commenced March 1, 2013 and the tenant paid a security deposit of \$600.00. The tenant was required to pay rent of \$1,200.00 on the 1<sup>st</sup> day of every month. The tenant was also required to pay 2/3 of the utilities. The tenant gave notice to end the tenancy on November 15, 2013 with an effective date of December 15, 2013. The landlord

accepted that the tenancy would end December 15, 2013. The tenant vacated the rental unit on December 13 or 14, 2013.

The landlord stated the tenant did not pay any rent for December 2013 and the landlord is seeking \$600.00 for the period of December 1 – 15, 2013.

In addition, the landlord is seeking compensation for cleaning and garbage removal in the amount of \$630.00 and damage to the rental unit in the amount of \$1,182.47.

The landlord described the condition of the rental unit at the end of the tenancy as being filthy and full of garbage and abandoned furniture. The amount claimed for cleaning includes the labour of three people to clean the unit, including carpets. The amount claimed for garbage removal includes the labour to remove and load the garbage and abandoned furniture into the landlord's van and take 1.5 van loads to the dump.

In addition, the landlord described the following damage caused during the tenancy:

- Broken window, front door and door locks as a result of the police attending the unit in response to a domestic dispute in September 2013.
- Holes in drywall and a broken interior door leading to the master bedroom.
- Broken ceiling fixture panels in the kitchen.
- Missing light bulbs and door stops.
- Broken glass in the ornamental door separating the kitchen and living area.
- Missing curtains.

The claim of \$1,182.47 includes the out-of-pocket expenditures for materials and supplies to make the repairs and labour to pick up materials and make the repairs. The landlord submitted that the front door was replaced with an inferior front door. Further, the ornamental glass is not replaceable so the landlord included a claim of \$100.00 for diminished value.

The landlord's evidence included several receipts for the purchase of materials and labour to make repairs and photographs depicting an unclean unit with garbage and abandoned possession left behind.

### Analysis

Upon consideration of the undisputed evidence before me, I accept the landlord's submissions that the tenant failed to pay rent for the period of December 1- 15, 2013 and I grant his request to recover \$600.00 for this period. I authorized the landlord to retain the security deposit in satisfaction of unpaid rent.

Under the Act, a tenant is required to leave a rental unit reasonably clean and vacant at the end of the tenancy. This means the tenant is required to remove all of their garbage and possessions. Where a tenant breaches this requirement the landlord may recover the costs to

clean and remove garbage and abandoned possessions from the tenant. Based upon the undisputed evidence before me, I accept the tenant left the unit filthy and left behind a significant amount of garbage and abandoned possessions. I also find the landlord's claim for \$630.00 to clean and remove all of the garbage and possessions to be reasonable and I grant his request to recover \$630.00 from the tenant.

A tenant is also required, under the Act, to repair damage that the tenant, or a person permitted on the property by the tenant, caused by way of their actions or neglect. Based upon the undisputed submissions presented to me by the landlord, I accept that the tenant, or a person she permitted on the property, is responsible for causing the damage described by the landlord. Upon review of his claims and the receipts presented to me, I find the landlord's claim largely supported and reasonable. Therefore, I grant his request to recover \$1,182.47 from the tenant for damage.

Having granted all of the landlord's claims I provide the landlord with a Monetary Order in the net amount of \$1,699.47 after deducting the security deposit, as requested.

To enforce the Monetary Order it must be served upon the tenant and it may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

### Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order in the net amount of \$1,699.47 to serve upon the tenant and enforce as necessary.

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: July 05, 2014

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Residential Tenancy Branch

