



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      mnd, mndc, mnsd, ff

### **Introduction:**

The landlord requests a Monetary Order and an order to retain the security deposit.

The tenant did not attend the hearing. I accept that the tenant was properly served with notice of this hearing by way of registered mail. Any apparent failure or refusal to accept such mail does invalidate the presumption of service.

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

- Is the tenant liable for the landlord's loss of rent following the ending of this tenancy, and the costs associated with the clean up and repair.
- If so, may the landlord retain the security deposit in partial satisfaction of such award.

### **Background and Evidence:**

This shared accommodation tenancy began May 1, 2014. A security deposit was paid April 29, 2014, in the amount of \$225.00. Monthly rent was \$450.00, payable on the first day of each month. The tenant paid his final rent for August, and moved out of the premises on August 31, 2014. He returned on September 1 and 2 to do some cleaning and garbage bagging. Significant garbage was left behind, and significant cleaning was required to the premises. The landlord hired cleaners and others to assist him with this work. He tried to re-rent the premises, but stopped after September 10, because the premises were not rentable due to the condition it was left in. The landlord spent time sorting items that could be recycled, and items that were garbage. The landlord incurred fees for disposal. He suffered a loss of rental income for the two days the tenant remained in possession in September, and claims further loss of rental income until September 10. The landlord spent an excessive amount of time managing the clean up, and trying to convince the tenant to cooperate with a re-rental process.

The tenant wrote the landlord in December, requesting the return of his deposit, and providing a forwarding address. The landlord promptly filed this claim.

### **Analysis:**

In addition to the requirement to pay rent as and when due, a tenant must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. A tenant is 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, and is generally required to pay

for repairs where damages are caused, either deliberately or as a result of negligence, by the tenant or guests.

In this case, the landlord suffered various losses, including loss of rental income, and costs of cleaning and damage following the ending of this tenancy. Based upon the testimony and the evidence before me, these various components of the claim have been proven as follows:

1. Loss of rental income for 10 days in September – The unclean and cluttered condition of the premises precluded the landlord from securing a new tenant. Pro-rated rent for this period of \$150.00 is awarded.
2. Clean up and repairs – The landlord estimates that his costs of repairs and cleaning are at least \$330.00. This includes the removal of the tenants items, cleaning in the premises, replacing a broken toilet seat, sorting and bagging garbage and recyclables, removing the garbage from the premises. I accept that the tenant is liable for these costs, and award \$330.00.
3. Administrative and management costs – The landlord spent significant extra time to manage the clean up, and was hindered by the tenant in trying to re-rent the premises I accept that the value of the landlord's time in this regard is \$200.00, and award this sum.
4. Filing fee- The landlord is awarded recovery of his filing fee of \$50.00.

The total sum awarded is \$730.00.

The landlord has applied for an order to retain the security deposit. The deposit including accrued interest to the date of this hearing, totals \$225.00. As this sum is less than the award made, retention is appropriate.

**Conclusion:**

I order pursuant to section 38(1) that the full amount of the security deposit be retained, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlord, equalling \$505.00 be paid immediately by the tenant 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: March 05, 2015

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Residential Tenancy Branch

