



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## Dispute Codes:

**MND, MNSD, FF**

## Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, to retain the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on April 14, 2015 copies of the hearing documents were sent to each tenant to the address provided at the end of the tenancy. The tenants had left a cat in the rental unit and the female tenant told the landlord their mother would come to pick up the cat. When the mother came to the unit several days after the tenancy ended she gave the landlord the written forwarding address.

The hearing documents were served via registered mail. Copies of the registered mail receipts and tracking numbers were supplied as evidence. The mail was not returned to the landlord.

The landlord used the same mailing address to send each tenant the evidence. That mail was sent on July 21, 2015. The landlord provided the tracking numbers for that Canada Post registered mail.

These documents are deemed to have been served in accordance with section 89 and 90 of the *Act*; however neither tenant attended the hearing.

## Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$685.00?

May the landlord retain the security deposit?

### Background and Evidence

The tenancy commenced on February 1, 2014. Rent was due on the first day of each month. The tenants paid a \$450.00 security deposit.

A move-in condition inspection report was completed.

The tenancy ended effective March 31, 2015 as the result of an undisputed 1 month Notice ending tenancy for cause.

A move-out condition inspection was scheduled with the tenants for noon on March 31, 2015. The landlord called the female tenant a number of times and when she finally answered she told the landlord to throw out the items left in the unit and that her mother would pick up the cat. The tenant did not offer another time for the inspection and did not attend on March 31, 2015.

The landlord supplied copies of photographs setting out the damage to the rental unit; a copy of the tenancy agreement, the detailed list of costs claimed and condition inspection reports.

According to the move-out charge analysis document supplied as evidence the landlord has claimed the cost of replacing a broken stove handle, light bulbs, stoppers for sinks and broken blinds totalling \$220.00 plus \$400.00 for cleaning and removal of personal property abandoned by the tenants.

Photographs supplied by the landlord showed multiple items left in the unit; an old television, mattresses, damaged blinds, miscellaneous belongings and food in the fridge. The inspection report indicated that some areas of the home were not fully cleaned.

The landlord charged \$25.00 per hour for eight hours of cleaning and \$50.00 per hour for four hours for furniture removal and disposal.

The landlord claimed \$65.00 for the tenants' failure to properly prepare for pest control that was scheduled on February 23, 2015. A copy of an invoice issued by the pest control company included notes that the unit was not prepared so treatment could not be completed. The invoice issued did not supply a breakdown of the cost, but the landlord said the pest control company charged \$65.00 for the time taken to enter the suite and the inability to complete the scheduled treatment. The tenants had been given prior notice of the treatment.

### Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act and proof that the party took all reasonable measures to mitigate their loss.

In the absence of the tenants who were each served with Notice of this hearing, I find that the landlord is entitled to the costs claimed totaling \$685.00.

Section 37(2) of the Act provides:

*2) When a tenant vacates a rental unit, the tenant must*

*(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and*

*(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.*

A tenant must also leave a rental unit free from damage outside of normal wear and tear and replace any light bulbs that have burned out.

From the evidence before me I find that the tenants failed to leave the rental unit reasonably clean. I find that the tenants failed to replace burned out light bulbs, that they damaged the blinds and that the landlord is entitled to the reasonable costs claimed for those items. The photographs showed a unit that was in need of cleaning.

In relation to the maintenance charges for removal of personal property I find that the tenants left a considerable amount of furniture and other items in the unit and that the landlord is entitled to the costs claimed for removal.

In the absence of the tenants at the hearing I find that the landlord is entitled to the loss suffered as the result of the tenants' failure to prepare for the schedule pest control treatment. If the tenants had prepared for the treatment it could have been completed and the landlord would not have had to have the company return at a later date.

Therefore, pursuant to section 67 of the Act I find that the landlord is entitled to compensation as claimed in the sum of \$685.00.

As the landlord's application has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$50.00 filing fee cost from the tenants.

I find pursuant to section 72 of the Act that the landlord may retain the \$450.00 security deposit in partial satisfaction of the claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$285.00. In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court

### Conclusion

The landlord is entitled to compensation as claimed.

The landlord may retain the security deposit and is entitled to a monetary Order for the balance owed.

The landlord is entitled to filing fee costs.

This decision is final and binding and 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 17, 2015

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Residential Tenancy Branch

