



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit / and recovery of the filing fee. The landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that she served the tenant with the application for dispute resolution and notice of hearing by registered mail. Based on the affirmed / undisputed testimony of the landlord, I find that the tenant has been duly served in accordance with sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The unit which is the subject of this dispute is located in the lower portion of a 2 storey house. Other renters occupy the upper portion of the house.

Pursuant to a written tenancy agreement, the fixed term of tenancy was from August 01, 2014 to July 31, 2015. Monthly rent of \$950.00 was due and payable in advance on the first day of each month. A security deposit of \$475.00 and a pet damage deposit of \$200.00 were collected. A move-in condition inspection report was not completed.

By way of mutual agreement, tenancy ended on May 31, 2015. A move-out condition inspection report was not completed, however, the landlord's evidence includes miscellaneous photographs taken in and around the unit at the end of tenancy. By email dated May 31, 2015 the tenant provided her forwarding address to the landlord.

The landlord's application was filed on June 15, 2015. The landlord seeks certain compensation arising from cleaning and repairs required following the end of tenancy. The landlord testified that she repaid the tenant's pet damage deposit of \$200.00, but that she continues to hold the tenant's security deposit of \$475.00 in trust.

Analysis

Based on the landlord's affirmed / undisputed testimony, and the documentary evidence which includes, but is not limited to, photographs, receipts and email exchanges between the parties, the various aspects of the application and my findings are below.

\$45.00: *garbage / refuse removal & clean-up*

Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, in part:

37(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...

I find that miscellaneous garbage / refuse left behind by the tenant at the end of tenancy was removed by the landlord at the landlord's expense. Based largely on the photographic evidence submitted by the landlord, with respect to the garbage / refuse I find that the unit fell short of being left "reasonably clean." In the result, I find that the landlord has established entitlement to the full amount claimed.

\$25.00: *kitchen / bathroom cleanup*

I find that the landlord has failed to meet the burden of proving that the limited cleaning undertaken was the result of the tenant's failure to "leave the unit reasonably clean." Accordingly, this aspect of the application is hereby dismissed.

\$20.00: *repairs to scratches on the wall beneath the master bedroom window*

Email exchanges between the parties reveal the tenant's disclosure of the subject damage and the tenant's consent for the landlord's retention of \$20.00 from the [security] deposit. Following from the foregoing, I find that the landlord has established entitlement to the full amount claimed.

\$400.00: *estimated cost of labour and materials for repairs to lawn*

Relevant evidence consists mainly of photographs and email exchanges between the parties concerning feces left by the tenant's dog throughout the lawn adjacent to the unit. I find that the tenant is responsible for damage to the lawn by virtue of her failure to regularly clean up after her dog. As work on the lawn will not likely take place until the spring season, the estimated cost claimed has not presently been incurred. In the result, I find that the landlord has established entitlement limited to **\$200.00**.

\$50.00: *filing fee*

As the landlord has achieved a measure of success with the principal aspects of the application, I find that she has also established entitlement to recovery of the filing fee.

Total entitlement: \$315.00 (\$45.00 + \$20.00 + \$200.00 + \$50.00)

Conclusion

I hereby ORDER that the landlord may withhold **\$315.00** from the tenant's security deposit of \$475.00. I further ORDER that the landlord repay the balance to the tenant of **\$160.00** (\$475.00 - \$315.00).

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: November 24, 2015

Residential Tenancy Branch

