



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the "Act"), for a monetary order for damages to the unit and for an order to retain the security deposit in partial satisfaction of the claim.

The landlord's agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on June 30, 2015, which were successfully delivered on July 3, 2015, a Canada post tracking history was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on June 1, 2014. Rent in the amount of \$1,050.00 was payable on the first of each month. The tenant paid a security deposit of \$525.00. The tenancy ended on May 31, 2015.

A move-in condition inspection report was completed. The tenant failed to participate in the move-out inspection after a final opportunity was posted on the door as the tenant did not provide a forwarding address.

The landlord claims as follows:

a.	Garbage removal	\$472.50
b.	Cleaning	\$315.00

c.	Filing fee	\$ 50.00
	Total claimed	\$837.50

Garbage removal

The landlord's agent testified that the left a large amount of garbage inside and outside of the rental unit. The agent stated that they seek to recover the cost they paid to have the garbage removed in the amount of \$472.50. Filed in evidence are photographs of the rental unit, which show a large amount of garbage and other miscellaneous items were left behind by the tenant. Filed in evidence is a receipt.

Cleaning

The landlord's agent testified that after all the garbage was removed the entire rental unit was required to be cleaned. The agent stated that they seek to recover the cost of cleaning in the amount of \$315.00. Filed in evidence are photographs of the rental unit, which support the rental unit was not cleaned by the tenant. Filed in evidence is a receipt for cleaning.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

In this case, I accept the evidence of the landlord's agent that the tenant left a large amount of garbage behind in the rental unit and on the property. This is supported by photographic evidence.

I further accept the landlord's agent that the tenant did not clean the rental unit. This is supported by photographic evidence.

I find the tenant breached the Act, when they failed to leave the rental unit reasonable cleaned and this caused losses to the landlord. Therefore, I find the landlord has established a total monetary claim of **\$837.50**, which is comprised of garbage fees (\$472.50), cleaning fees (\$315.50) and the \$50.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$525.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$312.50**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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 14, 2015

Residential Tenancy Branch

