



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coastal Life Realty LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, SS, FF

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$890.34, recovery of the \$50.00 filing fee, and requesting an order to retain a portion of the security/pet deposit towards the claim.

The applicant testified that the respondent(s) were served with notice of the hearing by personal service to the respondents appointed agents, as requested by the respondents; however the respondent(s) did not join the conference call that was set up for the hearing.

It is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant provided evidence that shows that the rental unit was left in need of significant cleaning at the end of the tenancy and that the large amount of items were left in the rental unit that needed to be removed.

The applicant is therefore requesting a monetary order as follows:

Cleaning of the unit	\$287.50
Moving garbage to outside of the unit	\$140.00
Actual garbage removal from the site	\$387.84
Rent adjustment to new tenant	\$25.00
Filing fee	\$50.00

Total	\$890.34

Analysis

I have reviewed the evidence provided by the applicant, and it is obvious that this rental unit was left in need of significant cleaning, and that a large amount of garbage was left to be removed from the rental unit, and therefore I allow the full amount claimed by the landlord.

The landlord had also requested that the application be amended to include some further invoices that were not known at the time of the original application, however the applicant did not file an amendment to the application, and therefore I cannot add anything onto the above claim. If the applicant still wishes to pursue these extra invoices a separate application for dispute resolution will be required.

Conclusion

I have allowed the full claim of \$890.34, and I therefore order that the landlord may retain \$890.34 of the \$1000.00 security/pet deposit and the remaining \$109.66 has been ordered returned to the tenants.

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 22, 2016

Residential Tenancy Branch