



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenant's security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on December 18, 2015. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?

- Is the landlord permitted to keep all or part of the security deposit?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The landlord testified that this month to month tenancy started on September 01, 2013 and ended on November 30, 2015. Rent for this unit at the end of the tenancy was \$855.00. The tenant paid a security deposit of \$410.00 on August 26, 2013.

The landlord testified that the tenant failed to leave the rental unit clean at the end of the tenancy. The landlord testified that the stove, the fridge, behind and under the stove and fridge, the windows, the balcony and the heater covers all had to be cleaned. The landlord engaged a cleaning person to do this work and seeks to recover the amount of \$150.00 paid for this work. The landlord has provided a copy of the invoice for cleaning in documentary evidence.

The landlord testified that the tenant left some articles in and around the unit and had also overfilled the garbage bin for the building with personal belongings. The landlord testified that he paid \$300.00 to remove the tenant's belongings and garbage from the unit, from around the building and from the garbage bins. The landlord had previously written to the tenant and asked him not to put personal belongings in the garbage bins. The landlord testified that the tenant was caught on surveillance cameras depositing items in the garbage bins and at the front and back of the building. The landlord seeks to recover \$300.00 paid to remove the tenant's articles and has provided an invoice in documentary evidence for this amount.

The landlord testified that the tenant informed the landlord that he had cleaned the carpets in the unit at the end of the tenancy. The tenant was asked to produce a receipt showing the rental of the carpet cleaning machine. The landlord referred to a letter sent

to the tenant dated December 05, 2015 asking the tenant to produce the receipt. The tenant failed to prove that he had cleaned the carpets and the landlord had to have the carpets shampooed. The landlord seeks to recover the costs incurred for carpet cleaning of \$132.28 and has provided the invoice in documentary evidence.

The landlord testified that the tenant attended the move in and the move out inspection of the unit. The landlord has provided a copy of the move in and move out condition inspection reports in documentary evidence and was permitted to do so after the hearing had concluded. The landlord testified that the tenant provided his forwarding address in writing on either December 03 or December 04, 2015.

The landlord seeks an Order to be permitted to keep the security deposit in partial satisfaction of his claim. The landlord also seeks to recover the filing fee of \$50.00 from the tenant.

Analysis

The tenant did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlord's undisputed evidence before me.

I have applied a test used for damage or loss claims to determine if the claimant has met the burden of proof in this matter:

- Proof that the damage or loss exists;
- Proof that this damage or loss happened solely because of the actions or neglect of the respondent in violation of the *Act* or agreement;
- Verification of the actual amount required to compensate for the claimed loss or to rectify the damage;
- Proof that the claimant followed S. 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage.

In this instance the burden of proof is on the claimant to prove the existence of the damage or loss and that it stemmed directly from a violation of the agreement or contravention of the *Act* on the part of the respondent. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally it must be proven that the claimant did everything possible to address the situation and to mitigate the damage or losses that were incurred.

I have reviewed the details of the inspection reports provided by the landlord. The report clearly indicates that the unit was in a good condition at the start of the tenancy and that at the end of the tenancy the tenant failed to leave the rental unit in a reasonably clean condition; that the tenant failed to remove all their belongings from the unit or property and that the tenant had over filled the garbage bins for the building with personal items despite having been warned not to do so. I also find the tenant failed to have the carpets shampooed or steam cleaned as required after a tenancy of more than one year. I am satisfied that the landlord has met the burden of proof in this matter.

Consequently, it is my decision that the landlord has established a claim for the following amounts:

Cleaning	\$150.00
Garbage removal	\$300.00
Carpet cleaning	\$132.28
Total amount of the landlord's claim	\$582.28

I Order the landlord to keep the security deposit of \$410.00 in partial satisfaction of this claim pursuant to s. 38(4)9b) of the *Act*. A Monetary Order has been issued to the landlord pursuant to s. 67 and 72(1) of the *Act* for the balance of \$222.28 which includes the filing fee of \$50.00.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$222.28**. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial (Small Claims) Court of British Columbia as an Order of that Court.

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: June 06, 2016

Residential Tenancy Branch