



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning, repairs, garbage removal, replacement of the FOB and for the recovery of the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order?

Background and Evidence

The landlord purchased this rental property in December 2014, assumed the tenancy and entered into a new tenancy agreement. The tenancy under the new landlord started on December 01, 2014, for a fixed term ending on December 01, 2015. The monthly rent was \$1,650.00 payable on the first of each month. At the start of tenancy the tenant paid a security deposit of \$825.00 and a pet deposit of \$825.00.

On August 15, 2015, the tenant gave written notice to end the tenancy effective August 31, 2015. In his written notice he referred to a conversation that the parties had had on July 30, 2015 during which the tenant had given the landlord verbal notice to end the tenancy effective August 31, 2015. The landlord agreed to accept the tenant's notice to end the tenancy prior to the end date of the fixed term.

The tenant stated that there was a power outage on August 29, 2015 and power had not been restored by the morning of August 30, 2015. The tenant stated that his move was affected by the power outage and therefore on September 01, 2015, he was not ready to hand over the rental unit to the landlord.

The landlord arrived at the unit on September 01, 2015 around 10:00 am and the unit was not cleaned. The tenant was still in the process of moving his belongings. The landlord stated that she stepped out to bring some cleaning supplies and when she returned the tenant was gone.

A text message filed into evidence confirms the landlord's testimony and shows that the landlord asked the tenant at 10:49 am "*Hey did you leave?*"

The tenant stated that he left to move items to his new place and returned at approximately 11:30am. The tenant also stated that he had to work that day starting at 11:00am and therefore he moved some more of his belongings and left for the day.

The landlord stated that the rental unit was in a complete mess and filed photographs to support her testimony. The tenant agreed that he did not have time to clean due to the power outage and also due to the presence of the landlord prior to 1:00am that day. The tenant stated that the new tenants had already arrived and therefore he did not have a chance to clean.

The landlord stated that the tenant made holes in the walls and that she had not yet had them repaired. The tenant agreed to having made two holes to install his television and agreed to pay \$50.00 towards the wall repair.

The landlord stated that the tenant broke the mirror on a closet door and the tenant denied having done so. The tenant stated that the mirror was cracked prior to the landlord's purchase of the property. The landlord could not recall whether the damage was already done at the time she purchased the property.

The tenant agreed that he returned only one FOB to the landlord. He stated that he found the second one but by then the landlord had already purchased a new one. The tenant agreed that he did not move his vehicle until September 02, 2015. The landlord stated that she paid for the new tenants to park their vehicle in a parking lot nearby.

The photographs filed into evidence show that the tenant left behind a lot of his unwanted belongings including a refrigerator full of food. None of the appliances were cleaned by the tenant. The landlord stated she moved some of his items into her storage for 30 days and then disposed of them. The landlord also took the remainder of the garbage left behind by the tenant, to the dump.

The landlord conducted the move out inspection herself on September 01, 2015 as the tenant did not have the time to do so. She also took photographs that same day.

The landlord is claiming the following:

1.	Cleaning	\$950.00
2.	Wall repair	\$145.00
3.	Closet replacement	\$318.08
4.	Compensation to new tenant	\$125.00
5.	Sink Stoppers	\$20.58
6.	New FOB	\$50.00

7.	Junk removal	\$98.00
8.	Parking	\$25.00
9.	Filing fee	\$100.00
	Total	\$1,831.66

Analysis

1. Cleaning - \$950.00

Based on the photographs filed into evidence, I find that the unit was left in a condition that required a lot of cleaning. The walls, light switches, floors and appliances were extremely dirty. The landlord filed an estimate from a professional cleaning company. The landlord hired one person to clean and did the remainder of the cleaning along with her boyfriend. I find that the landlord is entitled to her claim for cleaning.

2. Wall repair - \$145.00

The landlord agreed that she had not repaired the wall yet, but planned to have it done. The tenant agreed to pay \$50.00 towards wall repair and accordingly, I award the landlord \$50.00.

3. Closet replacement - \$318.08

The landlord could not recall whether the closet was damaged at the time she purchased the property. Since the landlord has not proven that the tenant caused the damage and the tenant denies having done so, I dismiss the landlord's claim for the cost of replacing the closet.

4. Compensation to new tenant - \$125.00

The landlord stated that due to the dirty condition of the unit, she offered to place the new tenants in a hotel for the first night. The tenants agreed to accept \$125.00 as compensation and decided to move in anyways.

The landlord filed a copy of a note from the tenants confirming that they had received a rent deduction of \$125.00. I find that the landlord is entitled to her claim.

5. Sink stoppers - \$20.58

The tenant agreed to cover the cost of replacing the sink stoppers

6. New FOB - \$50.00

The tenant agreed that he returned only one FOB to the landlord because he had misplaced the second one. By the time he found the second FOB, the landlord had already replaced it. The landlord is entitled to her claim.

7. Junk removal - \$98.00

The photographs indicate that the tenant left behind a considerable amount of unwanted belongings and food. I find that the landlord is entitled to her claim.

8. Parking - \$25.00

The tenant agreed that he left his vehicle in the parking stall for two days. The landlord covered the cost of parking for the new tenants. I find that the landlord is entitled to her claim.

9. Filing fee - \$100.00

The landlord has proven most of her claim. Accordingly I award her the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Cleaning	\$950.00
2.	Wall repair	\$50.00
3.	Closet replacement	\$0.00
4.	Compensation to new tenant	\$125.00
5.	Sink Stoppers	\$20.58
6.	New FOB	\$50.00
7.	Junk removal	\$98.00
8.	Parking	\$25.00
9.	Filing fee	\$100.00
	Total	\$1,418.58

The landlord has in her possession a total of \$ 1,650.00 in security and pet deposits. I order that the landlord retain \$1,418.58 in full satisfaction of the claim and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$231.42. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$231.42**.

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: August 03, 2016

Residential Tenancy Branch

