



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for compensation for damage, cleaning and other losses; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord was represented by an agent who testified that the tenant was served with the hearing package by registered mail sent on January 14, 2016 to the tenant's forwarding address and the registered mail was successfully delivered. The landlord provided a copy of the registered mail receipt, including tracking number. The landlord's evidence was sent to the tenant via registered mail on July 15, 2016. The landlord orally provided the registered mail tracking number and a search of the tracking number showed that the package was successfully delivered on July 18, 2016. I was satisfied that the tenant has been served with notification of this proceeding in a manner that complies with the Act and I continued to hear the landlord's claims without the tenant present.

During the hearing, and as supported by the evidence served upon the tenant, the landlord sought to amend the claim to reflect actual losses instead of the estimated amounts that were provided at the time of filing. Since the landlord's amended claim was less than the original claim I found the request non-prejudicial and I permitted the landlord to amend the claim.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for the amounts claimed against the tenant, as amended?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

A one-year fixed term tenancy started December 1, 2013 and a security deposit of \$1,340.00 was collected. Upon expiry of the fixed term, a second fixed term tenancy

agreement commenced with the tenant and the security deposit was transferred to the second agreement. Upon expiry of the second tenancy agreement, a third fixed term tenancy commenced December 1, 2015 and the security deposit was transferred to the third agreement. The third agreement was set to expire November 30, 2016; however, the parties agreed to end the tenancy as of December 31, 2015. The tenant was not ready to return possession of the unit to the landlord on that date and returned possession on January 2, 2016.

A move-in inspection report was prepared November 22, 2013 and a move-out inspection report was prepared January 2, 2016. The tenant participated in the move-out inspection but did not agree with the landlord's assessment of the unit and did not authorize deductions from the security deposit. Accordingly, the landlord filed this Application seeking authorization to make deductions and obtain a Monetary Order for the amount in excess of the security deposit.

The landlord's claim was originally \$1,656.50 but the claim was decreased to \$1,494.50 at the request of the landlord to reflect the amounts below.

Description	Amount	Reason
Garbage removal	\$250.00 + tax = \$262.50	Tenant left garbage and abandoned property including boards in the garage and treadmill in yard.
Light bulbs	\$160.00 + tax = \$168.00	14 light bulbs were burned out at the end of the tenancy. Amount claimed includes cost to purchase new light bulbs and light tubes and labour to install.
Wall touch ups	withdrawn	
Garage remote replacement	\$130.00 + tax = \$136.50	Tenant failed to return garage remote. Cost to replace.
Cleaning and carpet cleaning	\$615.00	Tenant failed to leave the rental unit sufficiently clean or clean the carpeting.
Reinstall wood blind	\$30.00 + tax = \$31.50	Blind had been removed from bedroom window. Cost to reinstall.
2 days pro-rated rent	\$181.00	Tenant did not vacate by December 31, 2015. Calculated pro-rated rent.
Filing fee	\$100.00	Cost to file this application
Total claim	\$1,494.50	

The landlord provided copies of the tenancy agreement; the move-in and move-out inspection report; receipts and invoices; and, photographs in support of the amounts claimed.

Analysis

Under section 57(3) “a landlord may claim compensation from an over holding tenant for any period that the over holding tenant occupies the rental unit after the tenancy is ended.” In this case, I heard unopposed evidence that the tenancy was set to end December 31, 2015 and the tenant paid rent up until that date but continued to occupy the rental unit until January 2, 2016. Therefore, I find the landlord entitled to compensation for the two additional days calculated by pro-rating the monthly rent, as provided under section 57(3) and as claimed by the landlord.

Under section 37 of the Act, a tenant is required to leave a rental unit reasonably clean, undamaged and vacant, meaning all possessions should be removed from the property. The tenant is also required to return all keys or means of access, which includes a remote control for the garage. Residential Tenancy Branch Policy Guideline 1 further provides that tenants are generally responsible for cleaning the carpeting if they occupied the rental unit for greater than one year and are to replace light bulbs that burn out during their tenancy. Based on the unopposed submissions and evidence of the landlord I am satisfied that the tenant failed to remove all of his possessions from the property, did not replace burned out light bulbs, did not leave the rental unit sufficiently clean, failed to reinstall a blind in the bedroom, and failed to return a garage remote. The landlord supported the amounts claimed by receipts and invoices. Therefore, I find the landlord has satisfied me that the landlord is entitled to recover the amounts claimed against the tenant for these violations.

Since the landlord was successful in this application, I further award the landlord recovery of the filing fee paid for this application.

In light of all of the above, the landlord is awarded the full amount claimed of \$1,494.50. The landlord is authorized to retain the tenant's \$1,340.00 security deposit in partial satisfaction of this award and the landlord is provided a Monetary Order for the balance of \$154.50 to serve and enforce upon the tenant.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$154.50 to serve and enforce upon the tenant.

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: September 22, 2016

Residential Tenancy Branch

