



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MND MNDC MNR MNSD O

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The landlord's claim was made pursuant to an Application for Dispute Resolution dated February 11, 2016 and an Amended Application for Dispute Resolution dated August 16, 2016. The tenant did not attend the hearing despite being served with both applications by way of registered mail sent on February 11, 2016 and August 16, 2016, respectively.

Issue(s) to be Decided

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on May 1, 2010 and ended on February 2, 2016 when the tenant vacated the rental unit. The rent was \$3,000.00 per month. A security deposit of \$1500.00 was paid at the start of the tenancy. Inspection reports were completed upon move-in and move-out. The rental unit is a 5 bedroom detached home in Whistler. The landlord claims that from the very beginning she believes the tenant was "pulling the wool over her eyes" because unbeknownst to her, the tenant was running his own rental business. According to the landlord, the tenant advertised housing in the rental unit on a website called "couchsurfers.com" and had 16 people living in the house with him. Apparently, the tenant was making \$5,000.00 per month while paying the landlord \$3,000.00 per month. Once the landlord found out about the situation, including the fact that there was an active grow-op in the home, she arranged for a hazmat team to come and remove the grow-op. According to the landlord, most of the 'couchsurfers' vacated the home when the hazmat team began its work. Ultimately, the tenant vacated the home as well but left the house full of belongings, furniture, garbage – everything. The

tenant did not do any cleaning at all and left the place in a complete shambles. The landlord submitted photos of the home after everyone had left which show the extent of the damage, filth and abandoned belongings.

The landlord testified that she realizes she may never recover the total amount of her claim from the tenant but that she wanted to be sure she would be able to keep the security deposit. The landlord also testified that the actual cost to her of the damage done by the tenant well exceeds the amount claimed.

Analysis

The landlord has made a monetary claim in the total amount of \$10,275.15. The claim is comprised of costs incurred to remove abandoned belongings, garbage and construction materials, to repair damaged windows, clean carpets, replace flooring and so on and lost rent for the month of February 2016. In support of her claim, the landlord submitted photographs, move-in and move-out reports, detailed and well-organized invoices and receipts for all claims.

Section 37 of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. In the present case, the tenant did not comply with this section of the Act. In fact, I am hard pressed to recall a case in which a rental home was left in such a deplorable and disgusting state of repair and cleanliness. It is hard for me to imagine how a tenant could think that this was at all acceptable – on any level.

Accordingly, I am satisfied that the landlord is entitled to compensation by the tenant in the amount of her entire claim of \$10,275.15. I am also satisfied that the landlord is entitled to retain the full amount of the tenant's security deposit in partial satisfaction of this claim. The itemized list of claims is set forth below.

Garbage removal (crawl space, yard, house)	\$920.64
Carpet shampoo	262.50
Clean mold	892.30
Replace flooring – main floor	1,876.87
Replace broken dishwasher	448.12
Sink parts	14.32
Replace broken window	335.30
Labour, supplies, clean-up	3,021.00

Lost rent (Feb 2016)	2,400.00
Less Security Deposit and Interest (\$1500.00 plus \$0.00 interest)	1,500.00
Recovery of Filing Fee for this application	100.00
Total Monetary Award	\$8,775.15

Conclusion

I hereby order that the landlord may retain the tenant's security deposit in the amount of \$1,500.00 in partial satisfaction of the landlord's claim.

I hereby order the tenant to pay to the landlord the sum of \$8,775.15.

The landlord is provided with a formal Order in the above terms. Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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 13, 2016

Residential Tenancy Branch

