



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MND, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on June 1, 2013 and ended on June 16, 2016. Rent of \$950.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$475.00 as a security deposit and \$475.00 as a pet deposit. The Parties mutually conducted a move-in and move-out condition inspection. The Tenant refused to sign the move-out report. The Landlord received the Tenant’s forwarding address on June 16, 2016. On June 30, 2016 the Landlord returned \$263.28 of the security and pet deposit to the Tenant.

The Tenant left the unit unclean and with damages and the Landlord claims as follows:

- \$141.75 as the costs to clean the unit. A receipt was provided;
- \$126.00 as the estimated costs to clean the carpet. A receipt was provided.
- \$25.00 as the Landlord's costs to remove the garbage left inside the unit by the Tenant.

The Tenant's dogs left a portion of the yard grass damaged. The Landlord claims \$130.64 for the estimated costs of seed and fertilizer. The next tenants paid for these supplies and the Landlord provided a letter from these tenants confirming payment of \$130.00 to the tenants.

The Tenant left damages to the yard as a result of the Tenant's required removal of a fence at the end of the tenancy. The Tenant left garbage in the yard. The Tenant failed to mow the grass or clean the yard. The Landlord gave the next tenant a reduction in the payment of its security deposit in exchange for repairing the yard and provides a letter from the tenant noting the payment to the tenant of \$100.00. The Landlord claims \$100.00.

The Tenant gave notice to end the tenancy for June 15, 2016 but did not vacate the unit until June 16, 2016. The Landlord claims unpaid rent of 2 days in the amount of \$63.33.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage, the party claiming costs for the damage must prove, inter alia, that costs have been incurred. Based on undisputed evidence of causation I find that the Landlord has substantiated that the Tenant failed to leave the unit reasonably clean and undamaged. Given the receipts for the cleaning costs and the oral evidence of the Landlord's labour in removing the garbage I find that the Landlord has substantiated incurred costs of **\$141.75** and reasonable costs of **\$25.00**.

Based on the Landlord's undisputed evidence of damage to the carpet and given the receipt I find that the Landlord has substantiated an entitlement to **\$126.00**.

Based on the Landlord's evidence that the Tenant's dogs caused the damage to the grass and given the letter from the tenants for the purchase of lawn seed I find that the Landlord has substantiated an entitlement to compensation of **\$130.00**. As there is no provision in the tenancy agreement or any addendum requiring the Tenant to maintain the grass or any part of

the plants in the yard, I find that the Landlord has not substantiated that the Tenant failed to comply with the tenancy agreement in relation to mowing the grass. As the Landlord has not differentiated the costs claimed for yard work from the costs claimed for the fence damage or garbage removal I find that the Landlord has not substantiated the costs claimed and I dismiss the claim for \$100.00.

Based on the Landlord's undisputed evidence of over holding and given the rent terms in the tenancy agreement I find that the Landlord has substantiated its claim for **\$63.33**.

As the Landlord's application has been primarily successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$586.08**. Deducting this amount from the combined security and pet deposit plus zero interest of **\$950.00** leaves **\$363.92** owed to the Tenant. As the Landlord has already returned **\$263.28** I find that the Landlord now owes the Tenant **\$100.64**.

#### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$100.64**. If necessary, this order may be filed in the Small Claims Court and enforced 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: December 30, 2016

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Residential Tenancy Branch