



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

On August 16, 2016, the Landlord submitted an Application for Dispute Resolution to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Hearing by Canada Post Registered Mail on August 18, 2016. The Landlord testified that he received an email from the Tenant providing the Tenants forwarding address. The Landlord sent the Notice of Hearing to the Tenants forwarding address. The Landlord provided a copy of the registered mail receipt. I find that the Tenant has been duly served with the Notice of Hearing in accordance with section 89 and 90 of the Act.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

- Is the Landlord entitled to keep the security deposit towards damage caused by the Tenant?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on May 1, 2012. Rent in the amount of \$2,000.00 was payable on the first day of each month. The Tenant paid the Landlord a security deposit of \$1,000.00.

The Landlord testified that the Tenant moved out on July 31, 2016, and left the house and yard unclean.

The Landlord seeks to keep the security deposit of \$1,000.00 in satisfaction of his claims for cleaning.

The Landlord is claiming compensation for the following items:

Haul A Day	\$682.50
Aero Vent Cleaning	\$82.95
Leslie's cleaning	\$90.00
H & L Disposal	\$482.21
Tony's Labour	\$200.00

Haul A Day

The Landlord testified that the Tenant left garbage and junk in the rental unit and the Landlord hired a company to remove the items and take them to the dump for disposal. The Landlord provided a receipt in the amount of \$682.50

Aero Vent Cleaning

The Landlord testified that he hired a company to clean the dryer vents that the Tenants left dirty. The Landlord provided a receipt in the amount of \$82.95.

Leslie's Cleaning

The Landlord testified that the Tenant left the rental unit dirty, and the Landlord hired a cleaner to clean the kitchen and bathroom. The Landlord provided a receipt in the amount of \$90.00.

H & L Disposal

The Landlord testified that the Tenant left the yard in bad shape, and the grass overgrown. The Landlord paid for a bin and spent three days cleaning up the yard. The Landlord provided photographs. The Landlord has provided a receipt in the amount of \$482.21 for the cost of the bin and the disposal of the yard waste.

Tony's Labour

The Landlord had assistance with the cleanup of the yard and paid \$200.00 for the cost of cleaning up the yard. The Landlord provided a receipt in the amount of \$200.00.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant was served with the Notice of Hearing and failed to attend the hearing.

The Landlords testimony and evidence is unopposed.

I find that the Landlord has established his claim for the costs he incurred for the clean-up of the rental unit.

I order that the Landlord can keep the security deposit of \$1,000.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I grant the Landlord a monetary order in the amount of \$100.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to attend the hearing. I order that the Landlord can keep the security deposit of \$1,000.00.

The Landlord is granted a monetary order for the cost of the filing fee in the amount of \$100.00.

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: February 15, 2017

Residential Tenancy Branch