



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TRANSPACIFIC REALTY ADVISORS  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNDC, MNSD, 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, removal of tenant's belongings, disposal of rubbish and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on October 21, 2016, she served the tenant with the notice of hearing by registered mail to the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for cost of cleaning, removal of tenant's belongings, disposal of rubbish and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on April 01, 2014. The monthly rent was \$860.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$425.00. The landlord stated that the tenant moved out on September 30, 2016. A move out inspection was scheduled for that day.

When the landlord arrived at the rental unit to carry out the inspection she found that the tenant had not packed or removed any of his items. The landlord had hired painters and cleaners to ready the suite for the next tenant. The landlord stated that the tenant was intoxicated and was in no position to pack and remove his belongings. The tenant provided the landlord with a forwarding address.

The landlord requested the painters and cleaners to assist in packing the tenant's items and placing them under a covered parking space. The tenant waited with his belongings before help arrived to take them off the landlord's property.

The landlord stated that she made attempts to contact the tenant to settle the amount owed for packing and moving the tenant's belongings. The landlord was unable to reach the tenant and therefore filed this application on October 14, 2016.

The landlord is claiming \$735.00 for the cost of cleaning the unit, \$760.00 for the removal of the tenant's belongings and unwanted items plus \$100.00 for the filing fee. The landlord filed evidence to support her claim by way of an invoice.

### **Analysis**

Based on the sworn testimony of the landlord, the documents filed into evidence by the landlord and in the absence of evidence to the contrary, I find that the landlord has proven her claim for the cost of cleaning and removal of the tenant belongings. Since the landlord has proven her case, she is entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$1,595.00 which includes \$735.00 for the cost of cleaning, \$760.00 for the cost of removal of the tenant's items plus \$100.00 for the recovery of the filing fee. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,170.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order of **\$1,170.00**.

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: April 20, 2017

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Residential Tenancy Branch