



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$863.05 for the failure to clean and rubbish removal.
- b. An order to keep the security deposit.

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants by mailing, by registered mail to where the tenants' reside on June 6, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on November 1, 2002. The rent was \$775 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$387.50. The tenancy ended on November 30, 2016 after the tenants gave proper notice. The

landlord testified the security deposit plus interest totals \$401.22. The rent at the time the tenancy ended was approximately \$1005 per month payable in advance on the first day of each month.

The tenants refused to participate in the out-going condition inspection. The tenant told the landlord they could dispose of the belongings left in the rental unit.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$131.04 for the cost of cleaning. I determined the amount claimed by the landlord is reasonable given the amount of work that was required as evidence by the photos produced by the landlord.
- b. The landlord claimed the sum \$274.68 rubbish removal and the sum of \$858.55 for the cost of disposal the tenant's personal belongings for a total of \$1133.23. The landlord relies on the photos presented in the hearing to support this claim. The contractors who did the work did not attend the hearing and did not give evidence apart from the invoice. The invoice submitted by the contractors indicates they charged \$858.55 for the disposal of belongings on the basis of 2 $\frac{3}{4}$ truck loads. However, there is no indication as to how much was allocated to labor, how much was for dump fees etc. Based on the evidence presented I determined the amount claimed was excessive. I determined the landlord is entitled to \$1000 of this claim.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum \$1131.04. The landlord did not seek to recover the cost of the filing fee so no award can be made.

Security Deposit

I determined the security deposit plus interest totals the sum of \$401.22. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$729.82.

Conclusion

In summary ordered that the landlord may retain the security deposit in the sum of \$401.22. In addition I ordered that the Tenants pay to the Landlord the sum of \$729.82.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

The tenant testified he gave the landlord a bank draft in the sum of \$215. The landlord testified there is no record of this payment. The tenant failed to present evidence to establish this payment. The tenant must show evidence of payment to the landlord to have this payment credited against this order should the landlord attempt to enforce it.

This decision is final and binding on the parties.

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: August 16, 2017

Residential Tenancy Branch