



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Code MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit and to recover the filing fee from the tenant.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail and successfully delivered to the tenant on August 31, 2017. A Canada post tracking history was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issue to be Decided

Is the landlord entitled to monetary compensation for damages?

### Background and Evidence

The tenancy began on February 24, 2016. Rent in the amount of \$2,000.00 was payable on the first of each month. A security deposit was not paid. The tenancy ended on April 28, 2017.

The landlord claims as follows:

a.	Garbage removal and landfill fees	\$2,617.73
b.	Repairs	\$1,735.13
c.	Cleaning Fees	\$ 300.00
d.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$4,753.03</b>

The landlord testified that at the end of the tenancy the tenant just took their cloths and left the premises, leaving furniture, large amount of garbage, which included large amount of lumber and wood. The landlord stated the tenant was to hire a junk removal company; however, the tenant failed to do so and they had to hire and pay for the removal and disposal of the garbage. The landlord seeks to recover the amount of \$2,617.73.

The landlord testified that they do not know what the tenant was doing; however, they tore apart the deck. The landlord seeks to recover the amount of \$1,735.13.

The landlord testified that after the garbage was removed from the premises the entire rental unit required cleaning. The landlord seeks to recover the amount of \$300.00.

Filed in support of the landlord's testimony are photographs and receipts.

#### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Under section 37 of the Act, the tenant is required to return the rental unit to the landlord(s) reasonably clean and undamaged, except for reasonable wear and tear. Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

In this case, the tenant was served with the landlord's application and supporting evidence on August 31, 2017. The tenant did not attend. Therefore, I have determined that the landlord's application is unopposed by the tenant.

I accept the landlord's evidence that the tenant left large amounts of garbage that had to be removed and disposed. The photographs support this. I find the tenant breached the Act by failing to remove the garbage and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover the amount of **\$2,617.73**.

I accept the landlord's evidence that the tenant caused damage to the deck. The photographs support this. I find the tenant breached the Act by failing to repair damage and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover the amount of **\$1,735.13**

I accept the landlord's evidence that the tenant failed to leave the rental unit reasonably clean. The photographs filed support this. I find the tenant breached the Act by failing to clean the rental unit and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover the amount of **\$300.00**.

I find that the landlord has established a total monetary claim of **\$4,752.86** comprised of the above described amounts and the \$100.00 fee paid for this application. The landlord is granted a formal order pursuant to section 67 of the Act.

This 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 breached section 37 of the Act. The landlord is granted a monetary order in the above noted amount.

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: March 23, 2018

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Residential Tenancy Branch