



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on May 10, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act, and,
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that she sent the Notice of Hearing and evidence to the Tenant by registered mail on January 17, 2019. The Landlord stated that this package was sent to the forwarding address the Tenant provided at the end of the tenancy. Pursuant to section 88 and 90 of the Act, I find the Tenant is deemed served with this package 5 days after it was mailed, on January 22, 2019.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit and for damage or loss under the Act?
- Is the Landlord authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38.

Background and Evidence

The Landlord provided a monetary order worksheet to itemize what she is seeking in this application. The Landlord provided testimony, photos, and receipts for the items. The Landlord also provided a copy of the condition inspection report. The Landlord stated they were provided with the Tenant's forwarding address on January 6, 2019. The Landlord stated that they currently hold the Tenant's security deposit, totalling \$550.00.

The Landlord stated that the Tenant was removed by a bailiff on December 6, 2018, and never cleaned, or properly moved her belongings off the driveway or the property.

As per the Monetary Order Worksheet, there were 7 items in total, as follows:

1. & 2. & 3 - \$325.92 – Garbage removal and dump fees

These 3 items are comprised of \$17.00, \$21.00, for Landfill charges and \$287.92 for the removal of the garbage and debris left behind, totalling \$325.92.

The Landlord stated that the Tenant moved out without cleaning, and left piles of garbage all over the driveway when she left. The Landlord stated they had to do two dump runs to clean up the debris. Receipts were provided.

4. \$360.00 – Cleaning services

The Landlord stated that they hired a cleaner and it took them 12 hours to clean up the rental unit after the Tenant vacated. As previously stated, the Tenant left without doing any cleaning, and left debris all over. The Landlord provided some photos of the mess, the stains, and the garbage to highlight how bad it was when the Tenant left. The Landlord also noted the refrigerator was left almost entirely full. The Landlord provided a quote for the cleaning, and stated that the actual cost was exactly this amount.

5. \$ 124.95 – Carpet cleaning

The Landlord stated that the Tenant left stains all over the carpet and did not clean them when she moved out. The Landlord provided photos of the stains, and a receipt for the cleaning. The Landlord hired a carpet cleaning company to complete the cleaning.

6. \$21.27 – Vent cover replacement

The Landlord is seeking to recover the cost of having to replace a damaged cold air return vent cover. The Landlord stated that this vent was not damaged before the tenancy started, and she provided a photo of the damaged vent after the tenancy ended. The Landlord provided a receipt for this item.

7. \$29.11 – Window Screen Replacement

The Landlord is looking to recover the cost to replace a broken window screen in the bedroom. The Landlord provided photos of the damaged screen, which was in good condition at the start of the tenancy.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant caused damage to the rental unit in several ways, as itemized above. I also find the evidence before me sufficiently demonstrates that the Tenant left the rental unit in significant disrepair, left behind lots of garbage and left an extraordinary mess, some of which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are reasonable considering the issues left behind. I award all of the items listed above, as I find they are sufficiently supported and explained.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her

application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

Also, pursuant to sections 72 of the *Act*, I authorize that the security and pet deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenant. In summary, I grant the monetary order based on the following:

Claim	Amount
Total of items listed above	\$861.25
Filing fee	\$100.00
Less: Security Deposit currently held by Landlord	(\$550.00)
TOTAL:	\$411.25

Conclusion

The Landlord is granted a monetary order in the amount of **\$411.25**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: May 13, 2019

Residential Tenancy Branch