



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenants confirmed that their email addresses as set out in the Landlord’s application are correct.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The following are agreed facts: The tenancy under written agreement started on June 1, 2018 for a fixed term to end May 31, 2109. Rent of \$2,950.00 was payable on the first day of each month. The tenancy ended on March 31, 2019. At the outset of the tenancy the Landlord collected \$1,475.00. No move-in inspection was conducted.

The Landlord claims, and the Tenants do not dispute unpaid rent of \$450.00 for February 2019 and unpaid rent of \$1,475.00 for March 2019 for a total amount of \$1,925.00. The Tenant agrees for the Landlord to retain the security deposit against the outstanding rent.

The Landlord states that the Tenants left the outdoor balcony unclean with bird droppings. The Landlord states that the Tenants also left a 3' x 2' birdcage and a 1' x 1' painting. The Landlord states that nothing else in the unit was left unclean by the Tenants. The Landlord claims a total of \$265.77 for both the cleaning and removal of the two items. The Landlord provides an invoice for this amount out of which the invoice sets out the cleaning portion costs at \$148.50 and \$7.00 for supplies. The Tenant states that the bird droppings were left by a pigeon that the Tenants could not get rid of. The Tenant argues that the removal costs are excessive, that the painting could have been put into the outdoor garbage receptacle and that the bird cage should cost not more than \$50.00 for its disposal. The Landlord agrees that the painting could have been disposed in the garbage receptacle.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Given the undisputed evidence of unpaid rent I find that the Landlord has substantiated its claim for **\$1,925.00**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Given the Tenant's evidence that a pigeon caused the droppings and as there is no evidence that any other part of the unit was left unclean, I find on a balance of probabilities that the Landlord has not substantiated that the total cleaning costs claimed were as a result of the Tenants' failure to leave the unit unclean. I therefore

dismiss the claim for cleaning costs. Based on the undisputed evidence that the Tenants left behind a bird cage that could not be disposed of in the garbage facility for the unit, I find that the Landlord has substantiated that the birdcage required disposal at a dump. Although the Tenant gave oral evidence that its disposal should not have cost more than \$50.00 no supporting evidence of this cost was provided. Given the invoice setting out a total of \$75.00 for cartage, \$10 for the dump fee and \$17.00 for the cost of the truck I find that the Landlord has substantiated a total of **\$102.00**.

As the Landlord's claims have been successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,127.00**. Deducting the security deposit plus zero interest of **\$1,475.00** from the entitlement leaves **\$652.00** owed to the Landlord.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$1,475.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$652.00**. If necessary, this order may be filed in the Small Claims Court and 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 Act.

Dated: July 22, 2019

---

Residential Tenancy Branch