



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDCL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for a monetary order for monetary loss or other money owed, for an order to retain the security deposit in partial satisfaction of the claim and recover the cost of the filing fee.

On January 25, 2022, both parties appeared. The hearing was unable to complete due to lack of time. The interim decision should be read in conjunction with this Decision.

On April 14, 2022, only the landlords appeared; however, as I was unavailable this matter was further adjourned today's date May 2, 2022, at 9:30am

On May 2, 2022, only the landlords and the landlords' witness attended. The tenants did not call into the hearing, although the phone line was open for at least 35 minutes, and the tenants had received a reminder notification from the Residential Tenancy Branch sent on April 29, 2022.

Issues to be Decided

Are the landlords' entitled to a monetary order?

Are the landlords' entitled to keep the security deposit?

Background and Evidence

The parties agreed that the tenancy began on October 1, 2019. Rent in the amount of \$3,000.00 was payable on the first of each month. The tenants paid a security deposit of \$1,500.00. The tenancy ended on June 30, 2021, because the property had sold.

The landlords claim as follows:

a.	Outstanding BC Hydro	\$ 1,149.59
b.	Garbage cleanup and removal	\$10,766.83
c.	Biohazard cleaning	\$ 7,452.91
d.	Insect and maggot removal infestation	\$ 844.20
e.	Filing fee	\$ 100.00
	Total claimed	\$20,313.53

Outstanding BC Hydro

At the outset of the hearing on January 25, 2022, the tenant did not dispute the outstanding BC Hydro.

Garbage cleanup and removal

The landlords testified that the tenants left premises uninhabitable large amounts of garbage which included food waste that had been stored for a long time in the garage, food from the freezer and refrigerator, mattresses, and furniture. The landlord seeks to recover the cost of garbage cleanup and removal in the amount of \$10,766.83 The filed in evidence are photographs and receipts for garbage clean up and removal.

The tenant testified on January 25, 2022, that they did leave some garbage and furniture behind because there was not enough room in the bin the landlord had dropped off at the property. The tenant stated that they had already paid \$1700 for garbage removal. The tenant stated that some of the items in the garage are not theirs like the bikes and child's wagon. The tenant stated that the door to the garage was broken and probably the other occupant downstairs disposed of them in their garage as the side door lock had been broken since they had move into the premises.

Biohazard cleaning

The landlord testified that the tenants left the rental unit in an uninhabitable condition. The landlord stated that the entire premises had to be cleaned. The landlord stated that there was rotting food in the refrigerator, eggs on the walls, feces on the wall and maggots in the cupboards. The landlord stated due to the condition of the premises it was determined by the cleaning services that this required biohazard cleaning. The landlord seeks to recover the cost of biohazard cleaning in the amount of \$7,452.91. Filed in evidence are photographs and receipts.

The witness for the landlord testified that they have owned a professional cleaning company for 16 years. The witness stated when they attended the premises on July 2, 2022, they took pictures of the condition of the premises; however, they have not seen the photographs provided by the landlord for the hearing.

The witness for the landlord testified that when they first attended the property there was garbage everywhere and the garage was filled with garbage and discharged household items. The witness stated the odour was very pungent and there were ants and maggots everywhere. The witness stated that it looked like a hoarder situation.

The witness for the landlord testified that they then went into the premises the walls were covered in fly feces, there was human feces smeared on the wall, one bedroom had an overwhelming smell of urine and another bedroom had blood splatters on the walls.

The witness for the landlord testified that one room also was used for shooting a pellet gun or air gun as there were lots of pellet holes in the walls. The witness stated that there were also used feminine hygiene products left out.

The witness for the landlord testified that there was rotting food in the refrigerator, food was dumped in the cupboard, creating a fly and maggot issue. The witness stated that there was clothing and other household items left throughout the premises. The witness stated that due to the condition of the rental unit they had determined that a biohazard cleaning was required for health and safety reasons.

The witness for the landlord testified that on July 2, 2022, they had 4 technicians attend for bio-hazardous cleaning for 8.5 hours at the rate of \$300.00 per hour plus supplies. The witness stated that they also had to return on July 3, and July 7, 2022

The tenant did not appear to provide any testimony on this matter, although the tenant had indicated at the last hearing that they had multiple witnesses who would be attending at the reconvene hearing.

Insect and maggot removal infestation

The landlord testified that due to all the garbage left behind they had to have the premises treated for insect and a maggot infestation. The landlord seeks to recover the amount of \$844.20. Filed in evidence is a receipt.

The tenant did not appear to provide any testimony on this matter.

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 landlords have 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.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit 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.

Outstanding BC Hydro

At the outset of the hearing the tenant did not dispute the outstanding BC Hydro. Therefore, I find the landlords are entitled to recover unpaid utilities in the amount of **\$1,149.59**.

Garbage cleanup and removal

In this matter, I find the tenants left an excessive amount of garbage at the end of the tenancy, which can only be described as hoarding as the buildup of garbage had to have been over a long period of time. This is support by the landlords, the landlord's witness, and even the tenant's evidence when they stated they had already paid \$1700 toward removal of the garbage.

While the tenant submits some of the items in the garage were not theirs but belonged to the other occupants as they must have accessed the garage by the side door to dump bikes and the child's wagon, since the lock had been broken since the tenancy began. However, I do not find the tenant credible on this issue, as the tenant's own evidence, a text message dated March 3, whereas the landlord informs the tenant that the garage door repair person should be coming and that they need the side door of the garage to be unlocked. The tenant response was "OK no problem", clearly if the lock was broken, they would have notified the landlords at this time.

Based on the above, I find the tenants breached the Act, when they failed to remove the excessive garbage and furniture items at the end of the tenancy. I find the landlords are entitled to recover the loss due to neglect and actions of the tenants in the amount of **\$10,766.83.**

Biohazard cleaning

I accept the evidence of the landlord and the landlord's witness. The landlord's witness was very forthright and credible as they gave very clearly details on the condition of the premises, which were supported by the photographs submitted by the landlords.

I find the rental unit was left in such a state, that it would be unsafe for another person to occupy without it being biohazard cleaned to remove, feces both fly and human, urine and blood. This was either intentional or neglect by the actions of the tenants.

Further, the rental unit had to entirely cleaned this included removing rotten food and garbage.

Based on the above, I find the tenants breached the Act when they failed to leave the rental unit reasonably clean. Therefore, I find the landlords are entitled to recover cleaning, as this is support by the receipts in the amount of **\$7,452.91.**

Insect and maggot removal infestation

In this case the landlord had to treat the premises for insect and maggots, I find that reasonable based on the amount of garbage being stored on the premises. Further, the evidence of the landlord's witness was that they seen ants and maggots. I find the tenants breached the Act when they failed to maintain a reasonable state of cleanliness throughout the premises. I find the landlords are entitled to recover pest control services in the amount of **\$844.20**.

I find that the landlords have established a total monetary claim of **\$20,313.53** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlords retain the security deposit of **\$1,500.00** in partial satisfaction of the claim and I grant the landlords an order under section 67 of the Act for the balance due of **\$18,813.53**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlords are granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlords are granted a formal order for the balance due.

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 04, 2022

Residential Tenancy Branch