



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This hearing dealt was scheduled for 1:30 p.m. to deal with the landlord's application for a Monetary Order to recover cleaning and damages from the tenant. Initially, only the landlord appeared at the commencement of the hearing. I heard that the tenant had been served with the hearing documents via registered mail sent to her new rental unit, in the same building managed by the landlord, on August 28, 2012. I heard that the registered mail was picked up by the tenant on August 30, 2012. The landlord provided a copy of the registered mail receipt, including tracking number and service address, as proof of service. I was satisfied the tenant was sufficiently served and I proceeded to hear from the landlord without the tenant present.

Approximately five minutes later the tenant dialed into the teleconference call. I informed the tenant as to the submissions I heard thus far and provided her an opportunity to respond to those submissions.

As the hearing proceeded the tenant demonstrated very antagonistic and argumentative behaviour. I cautioned the tenant to conduct herself appropriately or she would be excluded from the hearing. At approximately 1:48 p.m. the tenant exited the teleconference call voluntarily.

### Issue(s) to be Decided

Has the landlord established an entitlement to compensation for cleaning, damage and garbage removal?

### Background and Evidence

The tenancy commenced March 1, 2012 and the tenant vacated the rental unit on May 7 or 8, 2012 in order to move to a nearby unit in the same building. The tenant's security deposit was transferred to the tenancy agreement for her new rental unit. A move-out inspection report was completed by the landlord and tenant on May 23, 2012.

The tenant authorized, in writing, charges totalling \$265.00 for carpet cleaning and general cleaning. During the hearing the tenant confirmed that she consented to those charges.

In addition to the authorized charges described above, the landlord was seeking to recover \$106.40 to dispose of furniture the tenant left in the parking area and \$145.00 to replace locks and keys. The landlord provided copies of invoices in support of these charges.

The tenant acknowledged that she did not return the keys to the landlord and claimed that she lost them. The tenant, however, denied that the furniture was left in the parking area belonged to her.

The landlord submitted that the furniture was seen being moved out of the rental unit and over the balcony and then left in the parking area. The landlord's agent called the tenant to enquire about the tenant's intentions. The landlord submitted that she reached the tenant over the phone while the tenant was in a bank line and that the conversation was brief but that the tenant agreed to have the furniture removed or that the landlord would do it at the tenant's expense.

The tenant denied talking to the agent that appeared at the hearing about the furniture. The tenant then indicated that she would not to speak of the issue any further and that I should make my decision accordingly.

### Analysis

An applicant bears the burden to prove their claim, based on the balance of probabilities. Upon consideration of everything presented to me I provide the following findings and reasons with respect to the landlord's claims against the tenant.

The agreed upon charges for cleaning totalling \$265.00 are awarded to the landlord.

The tenant's failure to return the keys to the landlord is a violation of the Act and I find the \$145.00 associated to replacing the keys and locks is recoverable from the tenant.

With respect to the furniture disposal, I find the landlord's testimony was sufficiently detailed and credible as compared to the tenant's refusal to answer further questions on this matter. Therefore, I find on the balance of probabilities that the tenant is responsible for the furniture that was left in the parking area and the tenant is

responsible for the costs associated to disposing of the furniture. Therefore, I grant the landlord's request to recover \$106.40 from the tenant.

As the landlord was successful in this application I further award the filing fee to the landlord.

In light of the above, I provide the landlord with a Monetary Order to serve upon the tenant, calculated as follows:

Cleaning – as agreed upon	\$ 265.00
Lock and key replacement	145.00
Furniture disposal	106.40
Filing fee	<u>50.00</u>
Monetary Order	\$ 566.40

The Monetary Order may be enforced in Provincial Court (Small Claims) as an Order of that court.

### Conclusion

The landlord has been provided a Monetary Order in the amount of \$566.40 to serve and enforce as necessary.

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: November 09, 2012.

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Residential Tenancy Branch