



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNR, MNSD, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent, for the cost of cleaning and garbage disposal, and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, for the cost of cleaning and garbage disposal and for the recovery of the filing fee?

Background and Evidence

The tenancy started on April 01, 2007 and ended on July 31, 2014. The monthly rent at the end of the tenancy was \$847.00 payable on the first of each month. The tenant had initially rented a unit from the landlord starting December 01, 2005 at which time she paid a security deposit of \$325.00 which carried over to the dispute rental unit.

The landlord gave the tenant a choice of two dates to conduct the move out inspection. The tenant chose the later date but cancelled the appointment on the day prior. The landlord conducted the move out inspection in the absence of the tenant and filed a copy of the report. The report indicates that the unit was left in a dirty condition.

The tenant agreed that she left a lot of her unwanted belongings in the rental unit. In an email dated August 01, 2014, she instructed the landlord to take her belongings left in the rental unit, to the dump. The landlord filed copies of the dump fee receipts.

The landlord is also claiming the cost of cleaning and has filed photographs and an invoice for the cost. The photographs are not clear, but the landlord described the amount of cleaning that had to be done.

The landlord has also claimed unpaid rent owed by the tenant and the tenant agreed that she owed rent in the amount of \$2,864.00.

The tenant provided the landlord with her forwarding address in writing on August 04, 2014 and the landlord agreed that he had received it. The landlord made application to retain the deposit on October 28, 2014.

The landlord is claiming the following:

1.	Unpaid rent	\$2,846.00
2.	Dump fees	\$18.50
3.	Cleaning services	\$112.50
4.	General cleaning	\$250.00
5.	Filing fee	\$50.00
	Total	\$3,277.00

Analysis

The tenant did not dispute the amount of rent owed and therefore I award the landlord \$2,846.00 for unpaid rent.

Based on the testimony of both parties and the documents filed into evidence by the landlord, I find that tenant left behind her unwanted personal belongings and the landlord incurred a cost to dispose of them and clean up after the garbage was removed. Accordingly, I find that the landlord is entitled to his claim for dump fees and cleaning.

The landlord has proven his claim and therefore I award him the recovery of the filing fee of \$50.00.

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

In this case, the tenant gave the landlord her forwarding address on August 04, 2014. I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit plus the interest incurred on the base amount of the deposit. The landlord currently holds \$325.00 for a security deposit. Accordingly, the landlord must return \$650.00 to the tenant. The interest on the base deposit for the period starting December 01, 2005 to this date is \$11.51. Therefore the landlord must return \$661.51 to the tenant.

The landlord has established a claim for \$3,277.00. I will use the offsetting provisions of section 72 of the *Act* to grant the landlord a monetary order in the amount of \$2,615.49 which consists of difference between the established entitlements of the parties.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,615.49. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$2,615.49**.

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: June 23, 2015

Residential Tenancy Branch

