



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application to retain all or part of the security deposit that was paid by the Tenant.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on February 13, 2009. In the absence of evidence to the contrary, I find that these documents were served in accordance with section 89 of the Act, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to retain all or part of the security deposit paid by the Tenant.

Background and Evidence

The Agent for the Landlord stated that this tenancy began approximately ten years ago, although she was unable to state the exact date, as she was not working for the Landlord at the beginning of this tenancy and she can find no records relating to this issue. The Agent stated that the Tenant was paying monthly rent of \$415.20 at the end of the tenancy.

The Agent for the Landlord stated that the tenancy was supposed to end on July 31, 2008 but that the Tenant remained in the rental unit until August 05, 2008.

The Agent for the Landlord stated that she is not certain how much of a security deposit was paid by the Tenant, although the Tenant verbally advised her that he paid a security deposit of \$250.00 at the beginning of the tenancy. She stated she is willing to agree that a security deposit of \$250.00 was paid.



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The Agent for the Landlord stated that she did not receive a forwarding address for the Tenant, in writing, until January 29, 2009. The Landlord filed this Application for Dispute Resolution on February 13, 2009.

The Agent for the Landlord stated that the Tenant left various personal items in the rental unit at the end of the tenancy and that the unit required cleaning. She stated that an employee of the Landlord spent fifteen hours cleaning the rental unit. She submitted an email from this employee, dated August 13, 2009, in which the employee outlines the hours she spent cleaning the rental unit. She is seeking compensation, at the rate of \$20.00 per hour, for cleaning the rental unit.

Analysis

In the absence of evidence to the contrary, I accept the Landlord's estimate that the Tenant paid a security deposit of \$250.00. In the absence of evidence to the contrary, I accept the Landlord's estimate that this tenancy began approximately ten years ago and I therefore calculate that the Tenant is entitled to interest on the security deposit in the amount of \$26.24.

In the absence of evidence to the contrary, I find that the Tenant did not leave the rental unit reasonably clean at the end of the tenancy, as is required by section 37(2) of the *Act*. As the Tenant failed to comply with section 37(2) of the *Act*, I find that the Tenant is liable for any costs that result from his non-compliance with the *Act*. In these circumstances, I find that the Landlord is entitled to compensation, in the amount of \$300.00, for cleaning the rental unit.

Conclusion

I hereby authorize the Landlord to retain the security deposit that was paid by the Tenant, plus interest, in partial compensation for the cost of cleaning the rental unit. As the Landlord did not make application for a monetary claim, I am unable to grant a monetary Order for the balance of the cleaning costs.

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: April 23, 2009.

Dispute Resolution Officer