

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *MNSD, MND, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- A monetary order for cleaning the rental unit after the tenant moved out, pursuant to section 67;
- An order to retain the security deposit plus interest, pursuant to section 38;
- An order to recover the filing fee pursuant to section 72.

The landlord stated that the notice of hearing dated March 09, 2009, was served on the tenant on March 11, 2009, by registered mail. Despite having been served the notice of hearing, the tenant did not show up for the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for costs to clean the rental unit and recover the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on July 01, 2007. Prior to moving in, the tenant paid a security deposit of \$340.00 plus \$50.00 for a laundry card. The monthly rent was \$710.34 payable on the first day of each month. The tenant moved out on February 28, 2009 to another unit belonging to the same landlord.

An addendum to the tenancy agreement contains a clause that requires the tenant to have the carpets and blinds professionally cleaned upon move out. The landlord stated that the tenant failed to do so. The landlord contacted the tenant to arrange for a move out inspection and the tenant hung up when the landlord reminded her about the requirement to have the carpet and blinds professionally cleaned.

The landlord conducted the move out inspection on her own and found that in addition to general clean up, the carpets needed cleaning. The landlord has applied for \$65.00 for carpet cleaning and \$70.00 for general cleaning for a total of \$135.00. The landlord has also applied for the recovery of the filing fee of \$50.00.

Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the end of tenancy, the landlord must repay the security deposit or make an application for dispute resolution. I find that the tenancy at this rental unit ended on February 28, 2009, and that the landlord made an application for dispute resolution within 15 days of the tenant moving out.

Based on the evidence of the landlord and in the absence of any contradictory evidence from the tenant, I find that the landlord is entitled to \$135.00 for cleaning. The landlord has proven her case and is entitled to the recovery of the filing fee in the amount of \$50.00. Therefore the landlord has established a total claim of \$185.00.

I order that the landlord retain the security deposit and laundry card deposit of \$390.00 plus the accrued interest of \$7.71 in satisfaction of the claim. The landlord stated that that she has returned \$262.71 to the tenant and accordingly, I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$50.00. 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 **\$50.00**.

Dated June 05, 2009.

Dispute Resolution Officer