



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD, MND, MNDC, FF

Introduction

This was a cross-application hearing.

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant made application for a monetary Order for return of the security deposit and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

This hearing was also scheduled in response to the landlord's Application for Dispute Resolution in which the landlord has made Application for a monetary order for damages to the rental unit, loss and to retain the deposit in satisfaction of the claim for compensation and the filing fee costs.

The landlord provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail on September 24, 2009. The tenant applied for dispute resolution and served the landlord with the Notice of Hearing for today's hearing; the landlord stated they used the service address indicated on the tenant's application. The landlord provided a copy of the registered mail receipt as evidence of service.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation for damages and loss?

May the landlord retain the deposit paid?

Is the landlord entitled to filing fee costs?

Preliminary Matter(s)

As the tenant did not attend this cross-application hearing I find that her application is dismissed without leave to reapply.

The landlord's evidence indicates a total claim against the tenant in the sum of \$904.25; however, the landlord's Application requests a monetary Order in the sum of \$453.16.

Background and Evidence

The landlord provided a copy of a residential tenancy agreement indicating two co-tenants.

The tenants gave the landlord notice to end tenancy effective April 30, 2009. The landlord described the routine efforts that they make when arranging move-out condition inspections. The landlord stated that 5 days prior to move out they call the tenants to arrange the inspection and that they then follow-up providing a second inspection opportunity.

The landlord stated that their staff entered the rental unit on April 29, 2009 and discovered that belongings remained in the unit. The landlord then entered the unit on April 30, 2009; at 9 a.m. to again attempt completion of the inspection and found that the tenant had moved out, leaving the keys on the counter.

The landlord testified that on September 4, 2009, their staff were able to reach the tenant by telephone in an attempt to settle this matter but that the tenant became verbally abusive and the call was terminated.

The landlord testified that the tenant failed to have the carpets steam cleaned and provided a receipt in the sum of \$157.50 for carpet cleaning.

The landlord stated that the tenant did not clean the rental unit and that their staff spent 9 hours cleaning at a cost of \$225.00, plus cleaning supplies in the sum of \$10.00. The landlord stated that the tenant left the unit in a filthy state, that food, kitty litter and garbage were left in the unit. The landlord stated there was damage caused by a cat and that the tenant was not to have any pets in the unit.

The landlord submitted a copy of an internal billing for cleaning which includes GST charges in the sum of \$11.75.

The landlord has submitted a copy of an internal billing in the sum of \$50.00 for garbage removal. The landlord stated that their maintenance staff had to remove items left in the unit by the tenant

The landlord is retaining a deposit plus interest in the sum of \$451.57 from a \$450.00 deposit paid on October 8, 2008.

Analysis

The landlord made application for compensation and retention of the deposit after receipt of the tenant's application made on September 9, 2009 requesting return of the deposit. As the tenant was served with notice of this hearing and failed to attend her hearing scheduled at this time, the tenant's application is dismissed without leave to reapply.

I find that the landlord offered the tenant an opportunity to complete a move-out condition inspection and that the tenant failed to attend.

I find that, in the absence of the tenant at this hearing, the landlord is entitled to compensation for the following:

- Carpet cleaning \$157.50
- Rental unit cleaning 225.00
- Cleaning supplies 7.32
- GST 11.75

As the landlord's application has merit I find that the landlord is entitled to filing fee costs in the sum of \$50.00.

The balance of the claim for cleaning supplies is dismissed without leave to reapply as I find that \$7.32 is a reasonable cost for supplies.

The landlord submitted evidence claiming costs related to other items and is at liberty to make further application for dispute resolution.

Conclusion

I find that the landlord has established a monetary claim, in the amount of **\$451.57**, which is comprised of cleaning costs and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

As the landlord is retaining a deposit plus interest in the sum of \$451.57 I find that the landlord will retain the deposit in satisfaction of the claim for compensation.

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: December 30, 2009.

Dispute Resolution Officer