

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order to retain a portion of the security deposit and interest for cleaning of the rental unit, and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on November 10, 2009, and deemed under the Act to be received five days later, the Tenant did not appear. I find the Tenant has been duly served under the Act.

An Agent for the Landlord appeared and gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

Based on the affirmed and uncontradicted testimony and the evidence provided by the Agent for the Landlord, I find that this tenancy began on March 1, 2006, and ended on October 31, 2009, when the Tenant vacated the rental unit.

On October 29, 2009, the Landlord performed an outgoing condition inspection report with the Tenant and requested deductions be made from the security deposit and interest, for carpet cleaning and general cleaning of the kitchen and bathroom. The Landlord was requesting \$145.50 for these items. The Tenant refused to sign or agree to the deductions from the security deposit. The Landlord then applied to keep a portion of the security deposit and interest within 15 days of the end of the tenancy.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find that the Tenant breached the Act and tenancy agreement when he vacated the rental unit without cleaning the carpets, or properly cleaning the kitchen and bathroom.

The Tenant's failure to comply with the Act and tenancy agreement has caused losses to the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$195.00** comprised of \$79.50 for carpet cleaning, \$55.00 for cleaning the bathroom and kitchen, \$11.00 for cleaning supplies and the \$50.00 fee paid for this application.

I order that the Landlord may retain **\$195.00** from the deposit and interest of **\$401.02** in full satisfaction of the claim and I order the Landlord to return to the Tenant the balance due of **\$206.02**.

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: March 10, 2010.

Dispute Resolution Officer