

## **DECISION**

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

### **Introduction**

This application was brought by the landlord seeking authorization to retain a portion of the tenant's security deposit in set off against the cost of cleaning of the rental unit at the end of the tenancy and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on December 16, 2009, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, the hearing proceeded in his absence.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to retain a portion of the security deposit based on whether the need for cleaning is proven and whether the amount claimed is fair and substantiated.

## **Background and Evidence**

This tenancy began on September 1, 2004 and ended on November 30, 2009. Rent was \$674 per month and the landlord holds a security deposit of \$325 paid on September 8, 2004.

During the hearing, the landlord submitted a copy of a notice, dated October 13, 2009 acknowledging the tenant's notice and providing a list of items to be completed by move-out. The list consists of standard housekeeping cleaning such as appliances, fixtures, floors, drapes and windows, etc. and removal of packing materials. The notice also scheduled a move-out inspection for the last day of the tenancy and asked the tenant to suggest another time if he preferred. The tenant did not appear for the inspection.

The landlord further submitted a copy of a paid invoice for \$200 from a cleaner itemizing the duties performed and noting that the suite had been left in a filthy condition. The landlord also submitted numerous photographs showing that little or no cleaning had been done by the tenant on move-out. In addition, the landlord submitted an exchange of emails in which she attempted to obtain the consent of the tenant for the deduction, but he disagreed as to the amount.

## **Analysis**

Section 37(2)(a) of the Act provides that when a tenant vacates a rental unit, the tenant must:

“(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, ...”

On the basis of photographic evidence and the paid invoice submitted by the landlord, I find that the tenant did not leave the rental unit in a reasonably clean state and that the landlord's claim of \$200 is fair and reasonable.

Having found full merit in the application, I find that the landlord is also entitled to recover the filing fee for this proceeding.

Thus, I find that the landlord is entitled to retain, \$250 from the tenant's security deposit, and should return an amount calculated as follows:

<b>Tenant's' Credit</b>		
Security deposit	\$325.00	
Interest due (September 8, 2004 to date)	<u>11.50</u>	
	\$336.50	\$336.50
<b>Award to Landlord</b>		
General cleaning	\$200.00	
Filing fee	<u>50.00</u>	
<b>Sub total (Award to landlord)</b>	<b>\$250.00</b>	<b>- 250.00</b>
<b>TOTAL (Amt of security deposit due to tenant)</b>		<b>\$ 86.50</b>

## **Conclusion**

**I hereby authorize and order** that the landlord may retain \$250.00 from the tenant's security deposit leaving a residue of \$86.50 for return to the tenant.

May 4, 2010

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