



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend.

The landlord confirmed that the service of the hearing documents was completed via registered mail to the person acting on the tenant's behalf through a power of attorney. I accept that the tenant has been sufficiently served through this service for the purposes of this hearing.

The landlord confirmed at the outset of the hearing that the tenant had not paid a security deposit and as such the landlord was not seeking to retain all or part of the security deposit. The landlord's application is therefore amended to exclude any matters relating to a security deposit.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the rental unit; for compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Act*.

Background and Evidence

The tenancy began on February 29, 1980 as a month to month tenancy for a current monthly rent in the amount of \$870.00 due on the 1st of the month, no security deposit was paid.

The landlord submitted a copy of a Condition Inspection Report showing that the kitchen and bathroom required extensive cleaning and that the windows in the bedroom and living room required cleaning. The landlord completes the cleaning in-house and charges at a rate of \$20.00 per hour.

The landlord also submitted 9 photographs of the interior of the rental unit at the end of the tenancy that confirms the condition of the rental unit and confirms the need for cleaning.

Analysis

Section 37 of the *Act* requests a tenant who vacates a rental unit to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

In the absence of any contrary testimony or evidence and based on the landlord's evidence, I accept the tenant failed to comply with the requirements of Section 37. As a result, I find the tenant is responsible for the costs of cleaning the rental unit.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$250** comprised of \$200.00 compensation for cleaning and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: August 26, 2010.

Dispute Resolution Officer