



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MNSD, MNDC, and FF

### Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on July 15, 2010, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$362.16 and a request of the respondent bear the \$50.00 cost of the filing fee.

### Background and Evidence

The applicant testified that:

- The tenant did no cleaning when she vacated the rental unit and left the unit in a dirty condition, and as a result they had to do 8 hours of cleaning.
- The door lock was damaged during the tenancy when the tenant refused to open the door for the police and as a result the lock/handle had to be changed.
- The tenancy was to end on January 31, 2010 however the keys were not returned until February 4, 2010 and therefore they are also asking for prorated rent for those four days.

The applicant is therefore requesting an order as follows:

Cleaning, 8 Hrs X \$20.00	\$160.00
Four days prorated rent	\$107.16



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Filing fee	\$50.00
Total	\$362.16

### Analysis

It is my decision that the applicant has established the full amount claimed against the tenant.

Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. In this case it is my decision that the landlords have shown that the tenants failed to meet the "reasonable" standard of cleanliness required, and in fact left the rental unit quite dirty.

The tenant is also liable for any damage to the rental unit during her tenancy and therefore I allow the claim for replacing the door lock.

The tenant also had possession of the rental unit for four days of February 2010 and therefore it is my decision that she is liable for the rent for that period of time.

I also allow the landlords claim for the filing fee.

### Conclusion

I have issued an order for the respondent to pay \$362.16 to the applicant.

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: November 26, 2010.

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Dispute Resolution Officer