



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation for damage to and cleaning of the rental unit, an order to retain the security deposit in partial satisfaction of the claim 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 March 4, 2011, and deemed under the Act to be received five days later, the Tenant did not appear. I find the Tenant has been served in accordance with the Act.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their 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

The parties entered into a one year term, written tenancy agreement, which began on December 1, 2010.

The Tenant vacated the property on or about February 28, 2011. The Landlord has incurred costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims the Tenant failed to return the keys to the rental unit and it cost \$50.00 to replace the locks.

The Landlord claims the carpets were very dirty and had to be cleaned twice at a cost of \$230.00.

The Landlord claims for cleaning the unit as it was left very dirty and this cost \$120.00 comprised of four hours at \$30.00 per hour.

The Landlord also had to repair a large hole in a wall, fix closet doors and the stove, and re-paint portions of the rental unit at a cost of \$120.00.

Lastly, the Tenant left a substantial amount of garbage in the rental unit and the Landlord spent \$60.00 removing this.

In support of the claims, the Landlord provided a move out statement of charges, incoming and outgoing condition inspection reports, a copy of the tenancy agreement and a monetary order worksheet.

The Tenant did not attend the outgoing condition inspection report and did not supply any evidence.

Analysis

Based on the testimony, evidence, and on a balance of probabilities, I find that the Tenant did not clean the unit, or make necessary repairs, or remove garbage, or return the keys to the rental unit and these are breaches of section 37 of the Act and are breaches of the tenancy agreement. Furthermore, I find that by failing to attend the outgoing condition inspection the Tenant has extinguished his right to claim the return of the security deposit, under the Act.

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 the amount charged by the Landlord of \$30.00 per hour for cleaning is above the normal amount and indicates the Landlord did not fully mitigate the loss, as required under section 7 of the Act. However, I do allow the Landlord \$20.00 per hour for cleaning.

Therefore, I find that the Landlord has established a total monetary claim of **\$590.00**, comprised of \$50.00 to replace the locks, carpet cleaning of \$230.00, general cleaning of \$80.00, repairs of \$120.00, \$60.00 for removing garbage and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$312.50** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$277.50**.

This order 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: June 14, 2011.

Residential Tenancy Branch