



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, (MNDC), FF

Introduction

This matter dealt with an application by the Landlords for compensation for cleaning and repair expenses, to recover the filing fee for this proceeding and to keep the Tenants' security deposit in payment of those amounts.

The Landlords said they served the Tenants on September 12, 2012 with the Application and Notice of Hearing (the "hearing packages") by registered mail to a forwarding address provided by the Tenants in an e-mail sent by them on September 2, 2012. Section 90(a) of the Act says that a document delivered by mail is deemed to be received five days later (even if the recipient refuses to pick up the mail). Based on the evidence of the Landlords, I find that the Tenants were served with the Landlords' hearing packages as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issue(s) to be Decided

1. Are the Landlords entitled to compensation for cleaning and repair expenses?
2. Are the Landlords entitled to keep the Tenants' security deposit?

Background and Evidence

This tenancy started on October 23, 2010 and ended on August 31, 2012 pursuant to a 2 Month Notice to End Tenancy for Landlord's Use of Property. Rent was \$1,700.00 per month. The Tenants paid a security deposit of \$850.00.

The Landlords completed a condition inspection report with the Tenant, J.H., at the beginning of the tenancy. The Landlords said they gave the Tenants written notices on August 15, 2012 and August 29, 2012 proposing to conduct a move out inspection on August 31, 2012 at 1 pm. The Landlords said they then gave the Tenants a Final Notice of Opportunity to Schedule a Condition Inspection for the same date and time. The Landlords said the Tenants contacted them in the morning on August 31, 2012 and proposed to do the move out inspection at 9:00 p.m. that day. The Landlords agreed and had an agent attend the rental unit on their behalf but the Tenants did not attend. The Landlords said the Tenants left the keys to the rental unit but had not cleaned it. The Landlords said they sent a text message that evening to the Tenants to confirm that

they did not intend to participate in the move out inspection but got no response. Consequently, the Landlords completed the condition inspection report on September 1, 2012. The Landlords said the Tenants sent them their forwarding address in an e-mail on September 2, 2012.

The Landlords claim that the Tenants did not do any cleaning at the end of the tenancy and as a result, their son and his roommate were unable to move into the rental unit until September 2, 2012. Consequently, the Landlords said they lost one day's rent. The Landlords said they also incurred expenses of \$603.18 to hire cleaners to clean the rental unit. The Landlords also claimed that they incurred expenses of \$150.64 to remove and dispose of articles and garbage left behind by the Tenants and to repair a pillar damaged by the Tenants.

Analysis

Section 37 of the Act says that at the end of a tenancy, a Tenant must leave a rental unit reasonably clean and undamaged except for reasonable wear and tear. RTB Policy Guideline #1 defines reasonable wear and tear as "*natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the premises in a reasonable fashion.*"

In the absence of any evidence from the Tenants to the contrary, I find that they did not leave the rental unit reasonably clean at the end of the tenancy and as a result, I also find that the Landlords are entitled to recover cleaning expenses of \$603.18. I also find that the Tenants did not remove all off their belongings and garbage from the rental unit at the end of the tenancy were responsible for damages to a pillar. Consequently, I find that the Landlords are entitled to recover further compensation of \$150.64 for these expenses.

I also find that as a result of the Tenants' failure to comply with s. 37 of the Act, the Landlords were unable to give possession of the rental unit to their new tenants (ie. their son and his roommate) and lost one day of rental income. Consequently, I find that the Landlords are entitled to be compensated the amount of \$57.29. I further find that the Landlords are entitled pursuant to s. 72(1) of the Act to recover from the Tenants the \$50.00 filing fee for this proceeding. In summary, the Landlords are entitled to a total monetary award of \$861.11.

I Order the Landlords pursuant to s. 38(4) and s. 72(2) of the Act to keep the Tenants' security deposit of \$850.00 in partial satisfaction of the monetary award. The Landlords will receive a Monetary Order for the balance owing of \$11.11.

Conclusion

A Monetary Order in the amount of \$11.11 has been issued to the Landlords and a copy of it must be served on the Tenants. If the amount is not paid by the Tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: November 29, 2012.

Residential Tenancy Branch