



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*MNDC, MND, MNSD, FF*

### **Introduction**

This hearing dealt with applications by both the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied to retain the security deposit, to recover the cost of cleaning and garbage removal. The tenant applied for a monetary order for double the security deposit and the filing fee.

The landlord served the notice of hearing and an evidence package by registered mail to the address provided to him by the tenant and filed a tracking number. Despite having applied for dispute resolution, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. Since the tenant did not attend this hearing, his application is dismissed without leave to reapply.

During the hearing the landlord requested that his application be amended to include the recovery of the filing fee.

### **Issues to be decided**

Is the landlord entitled to a monetary order for cleaning and the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on March 01, 2011 and ended on February 28, 2013. Prior to moving in the tenant paid a security deposit of \$500.00. The landlord testified that he incurred an expense of \$456.90 to have the rental unit cleaned after the tenant moved out. The landlord also stated that he had to dispose of the garbage left behind and paid \$25.00 in dump fees. The landlord filed a receipt to support his claim of \$496.40 and photographs of the condition of the rental unit at the end of tenancy.

### **Analysis**

Based on the documentary evidence on file and the sworn testimony of the landlord and in the absence of any contradictory evidence, I accept the landlord's evidence in respect of the claim. I find that the landlord is entitled to his claim in the amount of \$456.40 for cleaning and \$25.00 for dump fees. Since the landlord has proven his claim, he is also entitled to the recovery of the filing fee of \$50.00.

Overall, the landlord has established a claim for \$531.40. The landlord has agreed to accept the security deposit of \$500.00 in full and final settlement of all claims against the tenant. Accordingly, I order the landlord to retain the entire security deposit.

### **Conclusion**

The landlord may retain the security deposit of \$500.00.  
The tenant's application is dismissed in its entirety.

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: May 28, 2013

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Residential Tenancy Branch