



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 both landlords

The landlord testified and provided documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on May 7, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed. Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning and damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on August 28, 2011 for a month to month tenancy beginning on September 1, 2011 for a monthly rent of \$1,125.00 due on the 1st of each month with a security deposit of \$500.00 paid. The tenancy ended on April 30, 2013.

The landlord also submitted into evidence a copy of a letter from the tenant dated April 29, 2013 agreeing to have the landlord retain \$100.00 from the security deposit for carpet cleaning.

The landlord testified the rental required substantial cleaning including removing items to the landfill. The landlord provided photographic evidence showing the condition of the rental unit at the end of the tenancy. The landlord submitted a receipt in the amount

of \$13.25 for landfill fees. The landlord also submits that unit required 6 ½ hours of cleaning at a rate of \$20.00 per hour or a total of \$130.00.

The landlord submits that during the tenancy the tenant caused damage to a section of the linoleum flooring, photographic evidence was provided. The landlord estimates the cost for the repair kit to be between \$50.00 and \$60.00 plus labour.

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the undisputed testimony and documentary evidence presented by the landlord I find the tenant failed to fulfil her obligations under Section 37 to leave the rental unit reasonably clean and undamaged. I also find that as a result the landlord has suffered a financial loss.

I accept the evidence from the landlord establish the value of that loss to include the landfill fees; the cleaning costs; and the costs to repair the damaged flooring. I find the landlord is entitled to compensation in the amount of \$193.25 plus the filing fee of \$50.00 paid by the landlord for this application for a total of \$223.25.

As the tenant agreed in writing to the landlord retaining \$100.00 I find the landlord is entitled to retain \$323.25 of the original security deposit.

Conclusion

I find the tenant is entitled to return of the balance of the security deposit pursuant to Section 67 in the amount of **\$176.75** and I grant a monetary order in that amount. This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: July 26, 2013