



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LYNNHAVEN SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for damage to the rental unit and to recover the filing fee for the cost of the Application.

An agent for the Landlord appeared for the hearing and provided affirmed testimony during the hearing and documentary evidence in advance of the hearing.

The Landlord’s agent served the Tenant with the Notice of hearing documents, a copy of the Application and the documentary evidence by registered mail on December 7, 2013; the Landlord provided the Canada Post tracking number as evidence for this method of service. The Canada Post website indicates that the documents were successfully delivered. As a result, I find that the Landlord served the Tenant with the required documents pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”).

The Tenant failed to appear for the duration of the hearing and did not provide evidence prior to the hearing despite being served in accordance with the Act.

As a result, I continued the proceedings in the absence of the Tenant and considered the undisputed evidence provided by the Landlord for this hearing.

At the start of the hearing, I allowed the Landlord to amend the Application to correct the Landlord’s address as the Landlord’s company had moved location since making the Application.

### Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for damage to the rental suite?

### Background and Evidence

The Landlord's agent testified that this tenancy began on September 1, 2007 on a month to month basis. Rent was payable by the Tenant in the amount of \$350.00 on the first day of each month. The Tenant paid a security deposit to the Landlord in the amount of \$160.00 at the start of the tenancy which the Landlord still retains.

The Landlord's agent testified that on November 1, 2013 the Tenant gave written notice to leave the tenancy on November 30, 2013, which she did. The Tenant provided the Landlord with her forwarding address in writing by placing this into the Landlord's mail box on November 30, 2013 which the Landlord received on December 2, 2013.

The Landlord's agent testified that the Tenant failed to leave the rental suite clean at the end of the tenancy. The Landlord provided 25 photographs as evidence showing the state of the rental suite. The photographs indicate that the Tenant had not cleaned the kitchen, the kitchen appliances, the bathrooms and the floors. The majority of the Landlord's photographs indicate that the Tenant had left garbage behind which the Landlord's agent testified had to be removed and disposed of.

The Landlord provided an invoice for the cleaning costs which comprised of three hours for cleaning the appliances, 4 hours for cleaning the rental suite and 1 hour for garbage removal, for a total amount of \$220.00.

### Analysis

Section 37(2) of the Act requires a Tenant to leave the rental unit at the end of a tenancy reasonably clean, except for reasonable wear and tear.

In this case, I am satisfied by the Landlord's agent's affirmed testimony and evidence that the Tenant failed to comply with Section 37(2) of the Act in leaving the rental suite reasonably clean.

The Landlord only claimed \$160.00 in the Application. However, I find that the Application disclosed a claim for cleaning costs in the amount of \$220.00 for which the Tenant had been put on notice for. In addition, the Landlord had also set out the security deposit claimed for but had offset this amount from the amount claimed in error. Therefore, I find the Tenant is liable for the cleaning costs claimed by the Landlord in the amount of \$220.00.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for the cost of this Application pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenant to the Landlord is \$270.00.

The Landlord holds a \$160.00 security deposit which was paid by the Tenant on September 1, 2007. The interest payable by the Landlord on this amount until the tenancy ended on November 30, 2013 is calculated, using the Deposit Interest Rate calculator on the Residential Tenancy Branch website, as \$3.21 for a total amount of \$163.21. As the Landlord requested this amount be used to offset against her monetary claim, I order the Landlord to retain this amount pursuant to Section 38(4) (b) of the Act.

As a result, the Landlord is entitled to a Monetary Order in the amount of \$106.79.

### Conclusion

For the reasons set out above, I grant the Landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$106.79**. This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenant fails to make the payment in accordance with the Landlord's instructions.

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: March 31, 2014

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Residential Tenancy Branch

