



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Shaughnessy Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND; MNSD; FF

### **Introduction**

This is the Landlord's application filed on March 10, 2014, for a Monetary Order for damages; to retain a portion of the security deposit in satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent AC gave affirmed testimony at the Hearing.

AC testified that on March 12, 2014, the Notice of Hearing documents were mailed to each of the Tenants, via registered mail to the forwarding address provided by the Tenants on February 26, 2014. AC provided the tracking numbers for the registered mail packages. The Landlord provided a copy of the Tenants' note providing their forwarding address.

AC testified that the Landlord's documentary evidence was provided to the Tenants on June 14, 2014.

Based on AC's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for cleaning the rental unit at the end of the tenancy and disposing of the Tenants' old furniture and garbage?

### **Background and Evidence**

AC gave the following testimony:

This tenancy began on February 16, 2010. The Tenants paid a security deposit in the amount of \$625.00 on January 20, 2010. In October, 2010, the Tenants advised the Landlord that they had two birds, which was against the "no pets" clause of the tenancy

agreement; however, the Landlord agreed that the Tenants could keep the birds and did not require a pet damage deposit. The tenancy ended on January 31, 2014.

The Landlord provided a copy of the tenancy agreement, and a copy of correspondence with respect to waiving the pet damage deposit.

The Tenants did not attend the move out inspection, which was scheduled for January 31, 2014, at 12:00 noon. The Tenants sent an agent to return the keys, but the agent refused to participate in the inspection, so AC completed the Condition Inspection Report by himself.

The Landlord provided copies of correspondence with the Tenant regarding the move-out inspection date and a copy of the Condition Inspection Report in evidence.

On February 12, 2014, the Landlord returned a portion of the security deposit in the amount of \$210.00 to the Tenants. The Landlord seeks to retain the balance of the security deposit in the amount of \$415.00 for damages, calculated as follows:

Cost of cleaning the rental unit	\$175.00
Cost of cleaning the drapes	\$190.00
Removal and disposal of Tenants' old furniture, etc.	<u>\$50.00</u>
TOTAL	\$415.00

The Landlord provided a copy of the statement for the cost of damages in evidence and photographs of the rental unit taken at the end of the tenancy.

AC stated that he wished to withdraw his claim to recover the cost of the filing fee, because he felt that it was unlikely he would be able to recover it from the Tenants if it was ordered.

### **Analysis**

Pursuant to the provisions of Section 37(2) of the Act, at the end of the tenancy the Tenants were required to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Based on the undisputed, affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I find that the Tenants did not comply with Section 37(2) of the Act. I find that the Landlord is entitled to recover its demonstrated costs for cleaning the rental unit and disposing of the Tenants' garbage in the amount of \$415.00 as claimed in its Application.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the residue of the security deposit in satisfaction of its monetary award.

**Conclusion**

The Landlord withdrew its claim for recovery of the cost of the filing fee.

The Landlord has returned a portion of the security deposit, in the amount of \$210.00, to the Tenants within 15 days of receipt of their forwarding address. I hereby ORDER that the Landlord may retain the residue of the security deposit, in the amount of \$415.00, in full satisfaction of its monetary award.

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 27, 2014

---

Residential Tenancy Branch

