



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

MNR, MNSD, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rent and reimbursement for cleaning costs, carpet cleaning and garbage removal.

Despite being served by registered mail sent on April 3, 2014, as confirmed by the Canada Post tracking number, neither respondent appeared.

At the outset of the hearing the landlord stated that the issue of rent owed had been resolved and they were only seeking to retain the tenant's \$700.00 security deposit for the costs of cleaning and repairs.

### **Issue(s) to be Decided**

Is the landlord is entitled to monetary compensation for cleaning and garbage removal?

### **Background and Evidence**

The tenancy began as a one-year fixed term on May 1, 2013 and rent was \$1,400.00. A security deposit of \$700.00 was paid. A copy of the tenancy agreement was submitted into evidence. Also in evidence were photos, invoices and copies of communications.

The landlord testified that the tenant moved out on February 28, 2014 and vacated without leaving the unit reasonably clean. The landlord testified that the landlord incurred costs exceeding of \$334.26 for general cleaning, and spent their own time removing items that were left by the tenants. The landlord testified that the tenant also left damage to the floors, carpets and an exhaust fan exceeding \$470.00. The tenant provided receipts to support \$805.19 in costs.

### **Analysis**

With respect to the monetary claim, I find that section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

In this instance, I find that the tenant did not comply with section 37 of the Act and that cleaning costs were incurred for which the landlord is entitled to be compensated.

Based on the evidence submitted, I also find that the landlord incurred the claimed expenses for repairs.

Given the above, I find that the landlord has established entitlement to retain the tenant's \$700.00 security deposit in satisfaction of all claims as requested by the landlord.

I hereby order that the landlord retain the tenant's security deposit in the amount of \$700.00.

### **Conclusion**

The landlord is successful in the application and is granted an order to retain the tenant's security deposit in satisfaction of the claim.

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 10, 2014

---

Residential Tenancy Branch

