



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MND, MNR, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution. At the hearing the Agent for the Landlord confirmed that the Landlord is not seeking compensation for unpaid rent.

The Agent for the Landlord stated that on March 14, 2014 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted a Canada Post receipt that corroborates this statement. The Agent for the Landlord stated that the service address is the forwarding address that the Tenant provided at the end of the tenancy. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

The Agent for the Landlord stated applied to amend the Application for Dispute Resolution to reflect the correct address of the rental unit, which was inadvertently recorded incorrectly. The Landlord used the street address "844" instead of "1844". As I find it reasonable that the Tenant would have recognized this was an administrative error, the Application for Dispute Resolution was amended to reflect the correct address.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for cleaning the unit and to retain all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that this tenancy began on April 01, 2013; that it ended on February 28, 2014; and that the Tenant paid a security deposit of \$425.00.

The Landlord is seeking compensation, in the amount of \$245.00, for cleaning the rental unit. The Agent for the Landlord #2 stated that several areas in the rental unit required cleaning, including the carpet, which had not even been vacuumed. The Landlord submitted receipts that show \$120.00 was paid to clean the unit and \$132.00 was paid to clean the carpet.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition. As the Landlord has submitted evidence to show that it paid \$252.00 in cleaning costs, I find that the Landlord is entitled to the full amount of the claim for \$245.00. I am unable to award more than \$245.00, as the Landlord has not notified the Tenant that it is seeking more than \$245.00.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$295.00, which is comprised of \$245.00 for cleaning and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain this amount from the Tenant's security deposit of \$425.00.

The Landlord must return the remaining \$130.00 of the security deposit to the Tenant and I grant the Tenant a monetary Order for this amount. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and 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: June 28, 2014

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Residential Tenancy Branch

