



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, 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 money owed or compensation for damage or loss; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord and the male Tenant were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Agent for the Landlord stated that on March 11, 2014 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord wishes to rely upon were sent to both Tenants, via registered mail, at the service address noted on the Application. The Landlord submitted a Canada Post receipt that corroborates this statement and the male Tenant acknowledged that these documents were received by both Tenants. On the basis of the undisputed evidence, I find that these documents have been served in accordance with section 89 of the *Act*; however the female Tenant did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to retain a portion of the security deposit in compensation for cleaning the rental unit?

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on February 01, 2009 and ended on February 28, 2014. The parties agree that the Tenant paid a security deposit of \$600.00 on February 01, 2009.

The Landlord is seeking compensation, in the amount of \$280.00 for cleaning the rental unit. The Landlord submitted photographs of the rental unit that show additional cleaning was required at the end of the tenancy. The Tenant agreed that there was food left in the fridge, some drawers were not wiped clean, and the area behind the fridge and stove was not cleaned. The Agent for the Landlord stated that he and his wife spent a total of six hours cleaning the rental unit.

### Analysis

On the basis of the undisputed testimony and the photographs submitted in evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when the rental unit was not left in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the 6 hours the Agent for the Landlord and his wife spent cleaning the rental unit, at an hourly rate of \$25.00, which I find to be reasonable compensation for labour of this nature.

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

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$200.00, which is comprised of \$150.00 for cleaning and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I therefore authorize the Landlord to retain \$200.00 from the Tenant's security deposit.

The Landlord must return the remaining \$400.00 of the security deposit and I grant the Tenant a monetary Order for this amount. In the event that the Landlord does not pay this amount to the Tenant, the Order 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 24, 2014

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Residential Tenancy Branch

