



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNSD, FF

### Introduction

This hearing was scheduled to deal with a landlord's application for compensation for rent, cleaning and damage to the residential property; and, authorization to retain part of the security deposit. The tenant did not appear at the hearing. The landlord provided a registered mail receipt, including tracking number, as proof the hearing package was sent to the tenant. The landlord testified that the address used for service was the forwarding address the tenant provided to the landlord on April 2, 2014 and the registered mail was successfully delivered. I accepted that the tenant was sufficiently served with the hearing package and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Is the landlord entitled to compensation for rent, cleaning and damage, as claimed?
2. Is the landlord authorized to retain part of the security deposit?

### Background and Evidence

The tenancy commenced November 1, 2013 and the tenant paid a security deposit of \$362.50. The landlord issued a 1 Month Notice to End Tenancy for Cause on March 1, 2014 with a stated effective date of March 31, 2014.

The landlord scheduled a move-out inspection for April 2, 2014 and upon attending the rental unit on that date the landlord found the tenant was still cleaning the rental unit. The landlord advised the tenant she would return the following day to inspect the rental unit. On April 3, 2014 the landlord returned and found the keys left in the rental unit. The landlord proceeded to conduct the move-out inspection on April 3, 2014, without the tenant present and recorded that the kitchen appliances and lights fixtures in the

kitchen and bathroom required more cleaning as well as garbage removal and repair of damaged lawn

The landlord is seeking compensation of \$135.00 for cleaning, garbage removal and lawn repair.

The landlord is also seeking rent, on a per diem basis, for the days of April 1 – 3, 2014 in the amount of \$72.50. The landlord testified that the unit was not re-rented until May 2014.

In support of the landlord's claims, the landlord provided copies of: the tenancy agreement; the move-in inspection report; a move-out charge analysis; a work order to request for repairs and garbage removal; and, the 1 Month Notice; among other documents.

### Analysis

Upon review of the 1 Month Notice I find the stated effective date on the 1 Month Notice was non-compliant with the Act as the landlord did not give the tenant one full month of notice to end the tenancy and the effective date should have read April 30, 2014. However, it appears as though the tenant attempted to comply with the stated effective date and the landlord is only seeking compensation for the days the tenant was in occupation of the rental unit in April 2014 which I find is reasonable in the circumstances. Therefore, I grant the landlord's request to recover \$72.50 from the tenant for rent on a per diem basis.

Under the Act, a tenant is required to leave a rental unit reasonably clean, undamaged and vacant. This includes removal of the tenant's garbage and possessions. Based upon the undisputed evidence before me, I accept that the rental unit required additional cleaning, garbage removal and lawn repair. Therefore, I grant the landlord's request to recover \$135.00 from the tenant for these items.

I also award the landlord recovery of the \$50.00 filing fee paid for this application.

In light of the above, I authorize the landlord to deduct the sum of \$257.50 [calculated as \$72.50 + \$135.00 + \$50.00] from the tenant's security deposit and I order the balance of \$105.00 be returned to the tenant.

Provided to the tenant is a Monetary Order in the amount of \$105.00 to ensure payment is made to the tenant.

Conclusion

The landlord has been authorized to deduct the sum of \$257.50 from the tenant's security deposit and has been ordered to return of the balance of \$105.00 to the tenant without delay. The tenant is provided a Monetary Order in the amount of \$105.00 to ensure payment is made.

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: August 20, 2014

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Residential Tenancy Branch

