



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Clipper Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MND, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee.

The landlords and the landlords' agent attended and gave affirmed testimony. The landlords testified that the application for dispute resolution and notice of hearing were served by registered mail. Evidence submitted by the landlords includes the Canada Post tracking numbers for the registered mail, and the Canada Post website informs that the item was "delivered" on July 02, 2014. Despite this, the tenant did not appear.

### Issue(s) to be Decided

Whether the landlords are entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on September 01, 2010. At the outset of tenancy the monthly rent was \$750.00. A security deposit of \$375.00 was collected on August 24, 2010. A move-in condition inspection was completed with the participation of both parties.

Tenancy ended May 31, 2014, and a move-out condition inspection report was completed with the participation of both parties. By way of his signature on the move-out condition inspection report the tenant agreed that the report "fairly represents the condition of the rental unit." Thereafter, the tenant provided a forwarding address on June 05, 2014, and the landlords' application was filed on June 17, 2014. The landlords mainly seek compensation arising from required cleaning and miscellaneous repairs.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

Section 37 addresses **Leaving the rental unit at the end of a tenancy**, in part:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

Based on the documentary evidence and the affirmed / undisputed testimony of the landlords and the landlord's agent, the claims and my related findings are set out below.

**\$210.00:** *(6 hours x \$35.00 per hour) unit cleaning*

I find that the unit was not left "reasonably clean" at the end of tenancy, and that the landlords have therefore established entitlement to the full amount claimed.

**\$192.50:** *(5.5 hours x \$35.00 per hour) repairs in unit, outside hallways and stairwells*

I find that the unit, hallways and stairwells were damaged beyond reasonable wear and tear, such that the landlords have established entitlement to the full amount claimed.

**\$50.00:** *filing fee*

As the landlords have succeeded with the main aspects of the application, I find that the landlords have established entitlement to recovery of the full filing fee.

**Total: \$452.50**

I order that the landlords retain the security deposit of **\$375.00**, and I grant the landlords a **monetary order** for the balance owed of **\$77.50** (\$452.50 - \$375.00).

#### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$77.50**. Should it be necessary, this order may be served on the tenant, filed in the 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: October 20, 2014

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Residential Tenancy Branch

