



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction:

The landlord requests a Monetary Order and an order to retain the security deposit.

I accept that the tenant was properly served the hearing information, application and evidence by registered mail, and that he acknowledged receipt to the Landlord.

### Issues to be decided:

I am asked to determine whether the tenant is liable for a monetary claim of the landlord following the ending of this tenancy, including rental arrears and cleaning costs. If awarded, I am asked to order that the landlord retain the security deposit in partial satisfaction of such award.

### Background and Evidence:

This tenancy originated April 1, 2006. A security deposit was paid in March, 2006 in the sum of \$437.50. The most recent monthly rent was \$1,003.00, payable on the first day of each month. The tenant vacated on or about August 23, 2014. No rent had been paid for August, and the tenant left behind some furniture and garbage that he advised he no longer wanted. The premises and carpets were not properly cleaned. The full claim of the landlord as noted in the evidence is the loss of August rent (prorated to be \$728.86), cleaning costs (\$200.00), Furniture and garbage removal (169.12) and carpet cleaning (\$90.00) for a total of \$1,187.98.

### Analysis:

In addition to the requirement to pay rent as and when due, for any tenancy, tenants must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. Tenants are generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.

I accept the landlord's testimony that rent for August was not paid, and that the premises had not been properly cleaned by the tenant when he vacated. The tenant is found liable for the various claims of the landlord, which total \$1,187.98. The tenant must also pay the landlord's filing fee of \$50.00.

The landlord has applied for an order to retain the security deposit. The deposit totals \$437.50. As this sum is less than the award made, retention is appropriate.

Conclusion:

I order pursuant to section 38(1) that the full amount of the security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlord, equalling \$437.50, be paid immediately by the tenants to the landlord.

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 23, 2014

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Residential Tenancy Branch

