



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KELSON GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application an order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on June 28, 2014. Canada Post tracking numbers were provided by the landlord's agent in sworn testimony. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord's agents appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the landlord entitled to keep all or part of the security deposit?

Background and Evidence

The landlord's agents testified that this tenancy started on May 10, 2013 for a fixed term which ended on October 31, 2013 and then reverted to a month to month tenancy. Rent for this unit

was \$800.00 per month due on the 1st of each month. The tenant paid a security deposit of \$400.00 prior to the start of the tenancy. The parties attended a move in and a move out condition inspection of the unit and the tenant provided a forwarding address in writing on or about June 25, 2014.

The landlord's agents testified that the tenant did not return the keys to the unit. This comprised of four keys and a key fob. The keys and fob were replaced by the landlord from keys kept in stock and the landlord seeks to recover \$10.00 per keys to an amount of \$50.00.

The landlord's agents testified that at the end of the tenancy the tenant failed to leave the rental unit in a reasonably clean condition. The tenant had been given a cleaning check list prior to the end of the tenancy and information about charges for cleaning. The landlords in house cleaners had to clean the kitchen; all the flooring; grease marks from the walls, the baseboards and heaters; the toilet and the walls and flooring around the toilet; the bathtub, kitchen cabinets; the sinks in the kitchen and bathroom; under and around the appliances; the fridge and freezer; the stove; the oven; the range hood; and the ceiling fan. This work took 12 hours; however, the landlord has limited there claim to 10 hours for cleaning at \$30.00 an hour to a total amount of \$300.00.

The landlord seeks an Order to keep the security deposit to offset assent these costs including the \$50.00 filing fee.

Analysis

Firstly, with respect to the landlord's claim for cleaning and key replacement, the onus is on the landlord to prove a 4-part test for damages:

1. That the damage or loss exists;
2. That the damage or loss exists as a result of the tenant's failure to comply with the *Act* or the tenancy agreement;
3. The amount of such damage or loss; and
4. What efforts the claiming party made to mitigate, or reduce such damage or loss.

I also refer the parties to s. 32 (2) of the *Residential Tenancy Act (Act)* which states:

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

I have reviewed the landlord's documentary evidence and I am satisfied that the tenant failed to leave the rental unit in a reasonable clean condition. I therefore uphold the landlord's claim to keep \$300.00 from the security deposit to cover the costs incurred to clean the unit.

I am also satisfied that the tenant failed to return the keys to the unit. I therefore uphold the landlord's claim for replacement keys of \$50.00.

As the landlord's claim has merit I find the landlord is entitled to recover the filing fee of \$50.00 pursuant to s. 72(1) of the *Act*.

I Order the landlord, pursuant to s. 38(4)(b) of the *Act* to keep the security deposit of \$400.00 in satisfaction of the landlord's claim.

Conclusion

I hereby uphold the landlord's claim for \$400.00.

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 28, 2014

Residential Tenancy Branch

