



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on October 1, 2012 and ended on March 1, 2014. The Parties mutually conducted a move-in and move-out condition inspection and report. The second named Tenant provided its forwarding address at move-out and the first named Tenant provided its residential address at a previous hearing held on April 15, 2014.

The Tenant failed to clean the unit at move-out and the Landlord claims \$209.38 for the costs of the cleaning. The Tenant failed to clean the carpet at move-out and the

Landlord claims \$120.00 for the cost of cleaning the carpet twice. Receipts or invoices for the claimed amounts were provided.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the Landlord I find that the Landlord has substantiated on a balance of probabilities that the Tenants failed to leave the unit reasonably clean and that the Landlord incurred costs to clean the unit. Given the receipts and accepting the reasonable costs claimed I find that the Landlord has established an entitlement to \$329.38. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$379.38.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$379.38**. If necessary, this order may be 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: December 09, 2014

Residential Tenancy Branch

