



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on September 2, 2014 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning of the rental unit at the end of the tenancy; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord has submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on August 23, 2013 for a 1 year fixed term tenancy beginning on August 23, 2013 for a monthly rent of \$595.00 due on the 1st of each month with a security deposit of \$297.50 paid;
- A copy of a Condition Inspection Report dated August 28, 2014 recording the condition of the rental unit at the end of the tenancy; and
- Receipts and invoices in support of the value of the landlord's financial claim.

The landlord seeks compensation for cleaning the rental unit in the amount of \$250.00 based on a rate of \$25.00 per hour for 10 hours and \$49.26 for cleaning supplies.

Analysis

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the undisputed testimony and documentary evidence of the landlord I find the tenant failed to meet her obligations under Section 37 of the *Act* to leave the rental unit reasonably clean. As a result, I also find the landlord has suffered a financial loss in the amount claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$349.26** comprised of \$250.00 cleaning; \$49.26 cleaning supplies and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$297.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$51.76**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 05, 2015

Residential Tenancy Branch

