



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, 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. An Order to retain all or part of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the 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 Tenant did not attend 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 retain a portion of the security deposit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on May 15, 2014 and ended on January 1, 2015. Rent of \$1,200.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit and \$600.00 as pet deposit. The Parties mutually conducted a move-in inspection and completed a report. In December 2014 Tenant KP was short on rent and the Landlord returned \$300.00 of the security deposit to the Tenant. The Landlord now only holds \$900.00 in deposits. The Tenants did not give any notice to end the tenancy, informing the by phone Landlord on January 1, 2015 to come and get the key. The Landlord at this time requested attendance at a move-out and the Tenant declined. The Landlord offered a second opportunity for the following day at 1:00 p.m. and the Tenant

indicated that it would likely not attend. The Tenant did not attend the second opportunity for the move-out inspection. The Landlord completed the inspection report and sent a copy to the Tenant by registered mail on January 12, 2015.

The Tenant left the blinds and carpet unclean and the Landlord claims the total costs of \$343.72 for the cleaning of both. The Landlord provided invoices for the costs.

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 and invoices from the Landlord I find that the Tenant failed to leave the unit reasonably clean and that the Landlord incurred costs to clean the unit. I find therefore that the Landlord is entitled to **\$343.72**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$393.72**. Deducting this amount from the remaining security deposit of \$900.00 plus zero interest leaves **\$506.28** to be returned to the Tenants forthwith.

Conclusion

I Order the Landlord to retain \$353.72 from the security deposit plus interest of \$900.00 in full satisfaction of the claim.

I grant the Tenants an order under Section 67 of the Act for **\$506.28**. 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: June 02, 2015

