



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 545825 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPB, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by two agents for the landlord

The landlord provide documentary evidence to confirm 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 November 13, 2014 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

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

The landlord's Application for Dispute Resolution included a request for an order of possession because the tenant had breached an agreement with the landlord. However the landlord clarified in the hearing that the tenant had vacated the rental unit and did not require an order of possession. As such, I amend the landlord's Application to exclude the matter of possession.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning and carpet cleaning of the rental unit; 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 submitted into evidence a copy of a tenancy agreement signed by the parties on March 28, 2014 for a 1 year and 1 day fixed term tenancy beginning on April 1, 2014 for the monthly rent of \$800.00 due on the 1<sup>st</sup> of each month with a security deposit of \$400.00 paid.

The landlord seeks compensation for cleaning and carpet cleaning of the rental unit. In support of the landlord's claim the landlord has submitted into evidence photographic evidence confirming the requirement for cleaning; as well as a move in and move out Condition Inspection Report and an invoice for the cleaning required.

The landlord requests compensation for cleaning costs of \$326.25 and carpet cleaning costs of \$80.00.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

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 landlord's undisputed testimony and evidence I find the landlord has established the tenant failed to comply with her obligations under Section 37 of the *Act* to leave the rental unit reasonably clean. I find that as a result of this violation of Section 37 the landlord has suffered a loss and has established the value of that loss through their evidence and testimony.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$456.25** comprised of \$326.25 cleaning; \$80.00 carpet cleaning 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 \$400.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$56.25**. 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: June 24, 2015

---

Residential Tenancy Branch

