



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Devon Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, 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's agent.

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 December 4, 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 damage or 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 the following relevant documents:

- A copy of a tenancy agreement signed by the parties on January 20, 2010 for a 1 year and 5 day fixed term tenancy beginning on January 26, 2010 that converted to a month to month tenancy on February 1, 2011 for the monthly rent of \$860.00 due on the 1st of each month with a security deposit of \$430.00 paid;
- A copy of a Condition Inspection Report recording the condition of the rental unit at the start and end of the tenancy. The Report also indicates the landlord is requiring \$57.50 for general cleaning;

- A copy of an invoice in the amount of \$89.25 for carpet cleaning; and
- A copy of an invoice in the amount of \$105.00 for carpet repairs.

The landlord claims a total of \$251.75 as noted above.

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 landlord's undisputed evidence and testimony I find the landlord has established the tenant has failed to comply with the requirements under Section 37 and the landlord is entitled to compensation for cleaning and repairs.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$301.75** comprised of \$57.50 general cleaning; \$89.25 carpet cleaning; \$105.00 carpet repairs and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$430.00 in satisfaction of this claim. I grant a monetary order to the tenant in the amount of **\$128.25** for return of the balance of the security deposit. This order must be served on the landlord. If the landlord fails to comply with this order the tenant 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: July 08, 2015

Residential Tenancy Branch

