



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LI-CAR MANAGEMENT GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNDC MNR MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for a monetary order for unpaid rent, for damage to the unit and loss pursuant to section 67; authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1:44 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord's representative ("the landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord testified that her Application for Dispute Resolution including Notice of Hearing and documentary evidence was sent to the tenant by registered mail on February 11, 2015. The landlord submitted a Canada Post receipt and tracking number for this mailing. The landlord testified that she had reviewed the Canada Post tracking information. She testified that, on February 16, 2015, the Application for Dispute Resolution package was successfully delivered to the tenant. Based on all of the evidence presented, I find the tenant was deemed served with the Application for Dispute Resolution and all of the landlord's materials on February 16, 2015, 5 days after its registered mailing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent, damage to the unit or loss arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit towards any monetary award?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord testified that this tenancy began on December 2, 2014 on a month to month basis with a rental amount of \$600.00 payable on the first of each month. She testified that, generally, the tenant paid his rent to the landlord's office in cash on or about the first of the month. She testified that sometimes he was a bit late paying rent. The landlord testified that, based on the issuance of a 10 Day Notice for Unpaid Rent, the tenant vacated the rental unit on January 31, 2015.

The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent to the tenant on January 16, 2015. The landlord testified that the tenant did not pay the January 2015 rent after receiving the 10 Day Notice or before the date of this hearing. The landlord applied for a monetary order in the amount of \$932.25 for the January 2015 unpaid rent and the costs of cleaning after the tenant vacated the residence.

The landlord submitted a condition inspection report. She testified that the tenant was present for the inspection but refused to sign the report. The report indicates that, at move-out, the floors, walls and cupboards were dirty. It also notes that there are black marks and dirt in the kitchen. In testimony, the landlord clarified that all surfaces in the rental unit, including the stove required extensive cleaning. She testified that there had been occasions during the course of the tenancy where the rental unit had been inspected and generally, the tenant didn't clean his house. At the end of the condition inspection report, \$600.00 in unpaid rent and \$120.00 in carpet cleaning is noted as required as well as five hours of suite cleaning at \$35.00 an hour and \$10.00 for light bulb replacement.

The landlord provided paid invoices to buy cleaning supplies, clean the rental unit at the end of tenancy, clean the carpets, and replace a light bulb for a total breakdown as follows;

Item	Amount
Unpaid Rent – January 2015	\$600.00
Suite Cleaning (5 hrs @ \$35/hr)	175.00
Cleaning supplies	27.39
Carpet Cleaning	126.00
Light bulb replacement	3.86
Total Amount Requested by Landlord	\$932.25

Analysis

According to the sworn, undisputed testimony of the landlord, the tenant failed to pay the January 2015 rent. The landlord has explained, providing a copy of the notice that the tenant did not pay rent resulting in the issuance of a 10 Day Notice for unpaid rent on January 16, 2015. Her testimony is that the rent remains unpaid. I find that the landlord is entitled to receive an order for unpaid rent in January 2015 in the amount of \$600.00.

The landlord also applied for reimbursement for expenses on cleaning the rental unit at the end of the tenancy. The landlord provided copies of the written tenancy agreement and referred to section 37 of the *Act*. Section 37 of the *Act* states that, at the end of a tenancy, a tenant must “leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear...” The landlord argues that the tenant did not leave the unit reasonably clean condition. She relies on the condition inspection report and her sworn testimony to support her position.

As it is a requirement under the *Act*, a properly prepared condition inspection report will serve as the best evidence of the state of a rental unit at the outset and end of a tenancy. In this case, the landlord has provided evidence to show on a balance of probabilities that the rental unit required cleaning resulting in loss to the landlord. The landlord has provided evidence to show that on a balance of probabilities the tenant did not clean his rental unit at the end of the tenancy. That evidence included not only the condition inspection report but also receipts for all the cleaning purchases and services, documenting the exact amounts of those expenses.

Based on all of the undisputed evidence provided by the landlord, I find that the landlord is entitled to a monetary order as follows;

Item	Amount
Unpaid Rent	\$600.00
Suite Cleaning (5 hrs @ \$35/hr)	175.00
Cleaning supplies	27.39
Carpet Cleaning	126.00
Light bulb replacement	3.86
Security Deposit Deducted	-300.00
Recovery of Filing Fee	50.00
Total Amount of Monetary Order	\$682.25

Pursuant to section 72(2) of the *Act*, I find the landlord is entitled to retain the tenant's security deposit in partial satisfaction of the monetary award.

As the landlord has been successful in her application, I find the landlord is entitled to recover the filing fee for this application.

Conclusion

I issue a monetary award in favour of the landlord in the amount of \$682.25.

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: August 20, 2015

Residential Tenancy Branch

