



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served by way of registered mail. Evidence provided includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "unclaimed by recipient." Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant has been duly served pursuant to sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the term of tenancy was from September 01, 2013 to August 31, 2014. Thereafter, tenancy continued on a month-to-month basis. Monthly rent was \$3,500.00 and a security deposit of \$1,750.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Tenancy ended on February 28, 2015. A move-out condition inspection report was subsequently completed with the participation of both parties on March 07, 2015, at which time the tenant provided a forwarding address. Arising from the move-out condition inspection the landlord determined there was a need for cleaning, rubbish

removal and replacement of a garage remote. Recovery of related compensation is the thrust of the landlord's application for dispute resolution filed on March 20, 2015.

Analysis

Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, and provides in part:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and....

Based on the affirmed / undisputed testimony of the landlord, and the documentary evidence which includes, but is not limited to, the comparative results of move-in and move-out condition inspection reports and receipts, I find that the landlord has established a claim of **\$1,301.00**:

\$126.00: *replacement of garage remote*

\$945.00: *general unit cleaning and carpet cleaning*

\$180.00: *garbage removal*

\$50.00: *filing fee*

Conclusion

I order that the landlord retain **\$1,301.00** from the tenant's security deposit of **\$1,750.00**, and I order that the landlord repay the balance of the security deposit to the tenant in the amount of **\$449.00** (\$1,750.00 - \$1,301.00).

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: September 01, 2015

Residential Tenancy Branch

