



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M. SAMPLER C/O URBAN PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the Landlord to retain part of the Tenant's security deposit.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on June 16, 2015. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Is the Landlord entitled to keep part or all of Tenant's security deposit?

Background and Evidence

This tenancy started on December 1, 2014 as a fixed term tenancy with an expiry date of May 31, 2015. Rent was \$1,590.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$795.00 on December 1, 2014. The Landlord said the Tenant moved out of the rental unit on May 31, 2015. A move in condition inspection report was completed on December 1, 2014 and a move out condition inspection report was completed on June 1, 2015.

The Landlord said that the Tenant did not remove all his belonging and furniture when the tenancy ended so the Landlord was left to remove furniture and debris and to clean the rental unit. As a result the Landlord said she has made the following application. The Landlord is requesting \$220.00 for furniture and debris removal, 3 hours of cleaning with GST of \$78.75, light bulb replacement of \$15.00 and 3 hours of wages waiting for the Tenant at the move out inspection. The Landlord said they have retained \$392.50 of the Tenant's security deposit and are requesting authorization to keep it.

The Landlord provided the condition inspection reports, photographs of the unit at the end of the tenancy and receipts for the claims. The photographs show furniture and debris left in the rental unit.

Analysis

At the end of a tenancy the Act says pursuant to section 37 (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(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

(b) 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.

From the Landlord's evidence and testimony I accept the Tenant did not clean the unit nor did the Tenant remove all his belongings at the end of the tenancy; therefore I find the Landlord has established grounds to retain part of the Tenant's security deposit as follows:

	Furniture moving costs:	\$ 220.00
	Cleaning costs	\$ 78.75
	Replacement light bulbs	\$ 15.00
	Subtotal:	\$ 313.75
Less:	Remaining Security Deposit	\$ 392.50
	Balance Owing to the Tenant	\$ 78.75

The Landlord also requested reimbursement for her wages while she waited for the Tenant to do the move out inspection in the amount of \$78.75. Doing the move out inspection is part of the Landlord's duties and the Tenant is not responsible for paying the Landlord for the Landlord's job duties; therefore I dismiss without leave to reapply the Landlord's request for reimbursement of wages to complete the move out inspection.

Conclusion

I order the Landlord to retain \$313.75 of the Tenant's remaining security deposit and I order the Landlord to return \$78.75 of the security deposit to the Tenant forthwith.

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: November 23, 2015

Residential Tenancy Branch

