



Dispute Resolution Services

Page: 1

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, 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 provided documentary evidence to confirm each 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 July 16, 2015 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 this undisputed documentary evidence of the landlord, I find that each 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 cleaning and repairs; for all or part of the security deposit and to recover the filing fee from the tenants 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 March 30, 2015 for a month to month tenancy beginning on March 30, 2015 for a monthly rent of \$1,240.00 due on the 1st of each month with a security deposit of \$600.00 paid;
- A copy of a Condition Inspection Report signed by one of the tenants on June 30, 2015 stating they disagree with the report representing the condition of the rental unit for the reasons that the "unit was in bad condition when moved in and not cleaned for us." ; and
- Copies of invoices for the work completed confirming the costs claimed as follows: 5 hours cleaning - \$175.00; cleaning supplies \$43.75; and 2 hours drywall repair \$110.00.

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 tenants failed to comply with their obligations under Section 37 to leave the rental unit reasonably clean and undamaged. I also find the landlord has established that as a result of this failure the landlord has suffered a loss and the value of that loss.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$378.75** comprised of \$328.75 compensation for cleaning and 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 \$600.00 in satisfaction of this claim and return the balance of **\$271.25** to the tenants within 15 days of receipt of this decision to the forwarding address provided to the landlord by the tenants during the move out inspection.

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: December 03, 2015

Residential Tenancy Branch

