



# 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, MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a Monetary Order for damage to the rental unit, for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), *the Residential Tenancy Regulation*, or the tenancy agreement, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord’s rental property manager, K.H. appeared at the hearing (for the purposes of this hearing I will refer to her as the “Landlord”). She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified served the Tenant with the Notice of Hearing and their Application on July 16, 2015 by registered mail; she also provided the registered mail tracking number in evidence and advised that the package was returned unclaimed. Service cannot be avoided by refusing or neglecting to pick up registered mail. Under the *Act* documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of July 21, 2015.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Has the Tenant breached the *Act* or tenancy agreement, entitling the Landlord to monetary relief?
2. Is the Landlord entitled to retain the security deposit?

3. Should the Landlord recover the fee paid to file their application for dispute resolution?

### Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement which indicated as follows: the tenancy began May 15, 2003; monthly rent was originally payable in the amount of \$550.00; and a security deposit in the amount of \$275.00 was paid on May 1, 2003. The Landlord also provided in evidence copies of the rent increase notices and advised that at that time of the hearing the monthly rent was \$656.00.

The Landlord introduced in evidence several letters titled, "Breach Letter", in which the Landlord communicates their concern with the condition of the residential unit.

The tenancy ended on June 30, 2015. Introduced in evidence was a copy of the move out Condition Inspection Report which confirmed the rental unit was left very dirty and with a lot of refuse left behind. The report also indicated the Tenant was not present during the inspection.

The Tenant vacated the property, however, the Landlord claimed she has incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenant. At the hearing the Landlord confirmed they sought compensation for the following:

cleaning	\$700.00
Cleaning supplies	\$175.00
Refuse removal	\$440.00
Filing fee	\$50.00
<b>Total claimed</b>	<b>\$1,365.00</b>

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. that the other party violated the *Act*, regulations, or tenancy agreement;
2. that the violation caused the party making the application to incur damages or loss as a result of the violation;
3. the value of the loss; and,
4. that the party making the application did whatever was reasonable to minimize the damage or loss.

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

I find the Tenant did not clean the unit, or remove refuse from the rental unit as required by the tenancy agreement and the *Residential Tenancy Act*. I find that in failing to do so, this has caused losses to the Landlord as the Landlord incurred costs to clean the rental unit and remove refuse from the rental unit. I accept the undisputed evidence of the Landlord as to the cost of cleaning, cleaning supplies and refuse removal. I also find that the Landlord, did whatever was reasonable to minimize the loss.

I award the Landlord the full amount claimed and find that the Landlord has established a total monetary claim of **\$1,365.00** comprised of the following:

cleaning	\$700.00
Cleaning supplies	\$175.00
Refuse removal	\$440.00
Filing fee	\$50.00
<b>Total claimed</b>	<b>\$1,365.00</b>

I order that the Landlord retain the deposit and interest of **\$275.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,090.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant failed to clean the rental unit, as required by the tenancy agreement and the *Act*, at the end of the tenancy. The Landlord is entitled to compensation for the cost of cleaning the rental unit, the cost of the cleaning supplies, and refuse removal, may keep the security deposit and interest in partial satisfaction of the claim, and is granted a monetary order for the balance due.

This decision is final and binding on the parties, except as otherwise provided under the *Act*, and 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 10, 2015

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Residential Tenancy Branch

