



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD, OPB

### Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$1882.83, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit of \$1500.00 towards the claim.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by registered mail on July 23, 2015; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

### Background and Evidence

The landlord's agent testified that when the tenants moved out of the rental unit they left it in very poor condition and as a result they were required to do extensive cleaning and repairs as follows:

Extensive interior cleaning	\$678.30
Extensive exterior cleaning	\$252.00
Carpet cleaning	\$399.00
Lawn mowing	\$105.00

Repairs	\$105.00
Agents fees to arrange repairs	\$230.90
Filing fee	\$50.00
Total	\$1820.20

The applicant stated that they have provided numerous photos to show the condition in which the rental unit was left.

The applicants are therefore requesting an Order allowing them to keep the full security deposit of \$1500.00, and requested a Monetary Order be issued for the balance of \$320.20.

### Analysis

I have reviewed the photo evidence and invoices provided by the landlords and it is my finding that the applicants have established the full amount claimed.

It is obvious from the photo evidence that the rental unit and property was left in need of extensive cleaning.

Sections 32(2) & 32(3) of the Residential Tenancy Act state:

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

In this case it is my finding that the tenants not only failed to maintain a reasonable health and cleanliness standard in the rental unit, they also failed to repair damages caused by their actions or neglect. It is my decision therefore that the tenants be held liable for the cost of the cleaning and repairs.

I therefore Order that the landlords may retain the full security deposit of \$1500.00, and I have Ordered that the respondent's pay \$320.20 to the landlords.

Conclusion

I have allowed the landlords full claim and therefore have allow the landlord to keep the full security deposit and I have issued a Monetary Order in the amount of \$320.20.

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: January 04, 2016

---

Residential Tenancy Branch

