



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for cleaning and repairs to the rental unit, to recover the filing fee for this proceeding and to keep the tenant's security deposit in partial payment of those amounts. Only the landlord and his agent attended the hearing.

Issues(s) to be Decided

Is the Landlord entitled to compensation for cleaning and repairs and if so, how much?

Background and Evidence

The landlord testified that he sent the tenant the application and the evidence on November 16, 2015 by registered mail to an address provided by the tenant on the move out inspection. The package was returned to his office unclaimed. I therefore find that the tenant was deemed to have received the documents by November 19, 2015. . Based upon the evidence of the landlord I find that this one year tenancy started on April 1, 2015 and ended on October 31, 2015 when the tenant moved out. Rent was \$ 750.00 per month payable in advance on the 1st day of each month. The tenant paid a security deposit of \$ 375.00 at the beginning of the tenancy. The landlord produced an itemized invoice for cleaning, repairs and disposal expenses incurred by him at the end of the tenancy totalling \$ 397.36. He is asking to keep the security deposit and an Order for the balance owing.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant 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 and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. I find based upon the evidence of the landlord and in absence of any evidence from the tenant that all of the items claimed by the landlord are beyond wear and tear and are reasonably incurred. I find that the landlord has proven a claim totalling \$ 397.36. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that he is also entitled to recover the \$50.00 filing fee for this proceeding. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 375.00 in partial payment of the claim. The landlord will receive a Monetary Order for the balance owing.

Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 397.36 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 447.36. I order that the landlord retain the security deposit amounting to \$ 375.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 72.36** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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: June 07, 2016

Residential Tenancy Branch