



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capreit LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of a portion of the security deposit in satisfaction of monetary claim. The landlord has also requested recovery of the \$50 filing fee for this application. Although served with the Application for Dispute Resolution and Notice of hearing sent by registered mail on January 25, 2016, the tenant did not attend the hearing.

Issue(s) to be Decided

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on April 1, 2014 and ended on December 31, 2015. The rent was \$1365 per month. A security deposit of \$682.50 was paid by the tenant at the start of the tenancy. Condition inspection reports were conducted upon move in and move out.

The landlord testified that when the tenant vacated the rental unit, she failed to properly clean the unit. The landlord provided photos of the condition of the unit at move out.

Analysis

Section 37 of the Act requires that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged except for reasonable wear and tear. Section 67 of the Act then states that if damage or loss results from a party not complying with the Act, the director may determine the amount of, and order that party to pay, compensation to the other party.

In the present case, the landlord has claimed \$130 for cleaning fees as a result of the tenant's failure to properly clean the unit at the end of the tenancy. Based on the photographs submitted by the landlord and the move out condition inspection report which is signed by both parties, I find that the landlord has established this claim and is entitled to compensation from the tenant.

Conclusion

I hereby order that the tenant pay to the landlord the sum of \$180.00 comprised of cleaning fees of \$130.00 and the filing fee of \$50.00.

I further order that the landlord may retain the sum of \$180.00 from the tenant's security deposit.

I further order the landlord to immediately return the balance of the tenant's security deposit to her in the amount of \$502.50

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: September 14, 2016

Residential Tenancy Branch

