



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: MND, MNSD, FF
Tenant: MNSD

Introduction

This hearing dealt with cross Applications for Dispute Resolution with both parties seeking monetary orders.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified the 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 October 5, 2016 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 the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*. In addition, I note the hearing was originally scheduled in response to the tenant's Application for Dispute Resolution regarding the security deposit.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of the security and pet damage deposits, pursuant to Sections 38, 67, and 72 of the *Act*.

It must also be decided if the landlord is entitled to a monetary order for compensation for damage to and cleaning of the rental unit; for all or part of the security and pet damage deposits and to recover the filing fee from the tenant 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 provided a copy of a tenancy agreement signed by the parties on June 26, 2015 for a 1 year fixed term tenancy beginning on September 1, 2015 for a monthly rent of \$950.00 due on the 1st of each month with a security deposit of \$475.00 and a pet

damage deposit of \$200.00 paid. The landlord testified the tenant vacated the rental unit on March 31, 2016.

The landlord submitted documentary evidence to confirm the condition of the rental unit at the start and end of the tenancy. Included in this evidence was an invoice from the contractor the landlord hired to clean the unit; remove garbage and make repairs to the property resulting from damage caused during the tenancy. The invoice totals \$1,661.54.

The landlord has also provided a list of items that were damaged and she has provided estimates of the costs to replace them. The list includes:

Description	Amount
Towels	\$54.00
Dishcloths and Tea Towels	\$45.00
Pillows	\$35.00
Coat stand	\$60.00
TV stand	\$50.00
Total	\$244.00

Analysis

In the absence of the applicant tenant I dismiss the tenant's claim for return of the security and pet damage deposit, without leave to reapply.

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 am satisfied the tenant has failed to comply with the requirements set forth under Section 37 of the *Act*. As a result, I find the landlord has suffered a financial loss to clean and repair the rental unit as claimed.

I find the landlord has provided sufficient evidence to establish the value of that loss both by the invoice from the contractor and her estimates for the items damaged.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,005.54** comprised of \$1,661.54 for contracted work; \$244.00 for replacement items and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and pet damage deposit held in the amount of \$675.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,330.54**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: November 02, 2016

Residential Tenancy Branch

