



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND MNSD FF

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act") for a monetary order for damage to the rental unit, site or property, for authorization to retain all or part of the tenant's security deposit, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that the Notice of Hearing, Application and documentary evidence were served on the tenant by registered mail on June 15, 2016. The landlord submitted a registered mail tracking number through his testimony, which has been included on the cover page of this decision for ease of reference. The online registered mail tracking website information indicates that registered mail package, which the landlord testified was addressed to the tenant's forwarding address provided in writing by the tenant, was signed for and accepted by the tenant on June 17, 2016. Based on the above, and without any evidence to prove to the contrary, I accept that the tenant was served on June 17, 2016, the date the registered mail package containing the Notice of Hearing, Application and documentary evidence was signed for and accepted by the tenant.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on June 1, 2015 and was scheduled to revert to a month to month tenancy after May 31, 2016. The landlord testified that he served a 2 Month Notice to End Tenancy for Landlord's Use of

Property dated March 9, 2016 (the “2 Month Notice”). The landlord stated that the 2 Month Notice had an effective vacancy date of May 31, 2016. According to the landlord, the tenant vacated one day late on June 1, 2016 according to the landlord. Monthly rent of \$1,250.00 was due on the first day of each month. A security deposit of \$625.00 was paid by the tenant at the start of the tenancy which the landlord continues to hold.

The landlord’s monetary claim for \$570.34 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Carpet cleaning	\$120.00
2. Suite cleaning	\$250.00
3. Cleaning and painting supplies	\$61.18
4. Refund on rent for new renters due to tenant overholding by one day.	\$40.00
5. Clean, organize and attend unanticipated appointments	\$90.00
6. Extra cleaning supplies	\$9.16
TOTAL	\$570.34

Regarding item 1 the landlord has claimed \$120.00 for the cost of carpet cleaning. The landlord testified that the tenant failed to have the carpets cleaned at the end of the tenancy. The landlord submitted a copy of the condition inspection report and photos which the landlord stated supports his claimed for need for carpet cleaning. The landlord also provided a carpet cleaning invoice in the amount of \$120.00 in support of this portion of the landlord’s claim.

Regarding item 2, the landlord has claimed \$250.00 for suite cleaning costs. The landlord referred to the condition inspection report which indicates that the rental unit was dirty in many areas throughout the rental unit at the end of the tenancy. The landlord also referred to a cleaning invoice in the amount of \$250.00 submitted in evidence which was comprised of two cleaners at \$25.00 per hour for each cleaner for a total of five hours. The landlord also referred to several photos in support of this portion of his claim.

Regarding item 3, the landlord has claimed \$61.18 for cleaning and painting supplies. The landlord testified that the receipt submitted in evidence in the amount of \$61.18 supports the amount the landlord paid out for supplies and referred to several photos and the condition inspection report in support of this portion of his claim.

Regarding item 4, the landlord has claimed \$40.00 in loss of rent due to the dirty condition the rental unit was left in at the end of the tenancy. The landlord testified that his new renter could not move in until June 4, 2016 as June 1, 2016 to June 3, 2016 inclusive were spent cleaning the rental unit to an acceptable standard. The landlord also provided a receipt for \$40.00 paid to the new renter refund June 1-3, 2016 per diem rent.

Regarding item 5, the landlord has claimed \$90.00 for having to clean, organize and attend unanticipated appointments which was dismissed during the hearing as those costs are not a reasonable claim and are considered expected operating costs of being a landlord. In addition, the landlord confirmed that he served a 2 Month Notice on the tenant and that those costs would be anticipated as the landlord ended the tenancy by serving the 2 Month Notice.

Regarding item 6, the landlord has claimed \$9.16 for additional cleaning supplies not included in the invoice presented in item 3 described above. The landlord submitted a receipt in support of the amount of \$9.16 being claimed for this portion of the landlord's claim.

Analysis

Based on the undisputed documentary evidence and undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is successful which the exception of item 5 which is dismissed during the hearing as I find the amount of \$90.00 claimed to be unreasonable and is part of the normal operating costs related to being a landlord and taking into account that the landlord served a 2 Month Notice to end the tenancy and that reasonable wear and tear would be expected at the end of a tenancy as permitted by section 37 of the *Act*. I find the remainder of the landlord's claim to be reasonable and that the evidence supports the claims as submitted. I also find that the tenant breached section 37 of the *Act* by not leaving the rental unit in a reasonably clean condition less reasonable wear and tear and by failing to clean the rental unit carpets.

Given the above, I find the landlord has proven his monetary claim for items 1-4 and item 6 inclusive in the amount of **\$480.34**. As the landlord's claim had merit, I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. Therefore, the landlord has established a total monetary claim in the amount of **\$580.34**.

The landlord continues to hold the tenant's security deposit of \$625.00 which has not accrued any interest to date.

I authorize the landlord to retain \$580.34 of the tenant's security deposit of \$625.00 in full satisfaction of the landlord's monetary claim. I grant the tenant a monetary order pursuant to section 67 of the *Act*, for the security deposit balance owing by the landlord to the tenant in the amount of **\$44.66**.

Conclusion

The landlord's claim has merit.

The landlord has been authorized to retain \$580.34 of the tenant's security deposit of \$625.00 in full satisfaction of the landlord's monetary claim. The tenant is granted a monetary order pursuant to section 67 of the *Act*, for the security deposit balance owing by the landlord to the tenant in the amount of \$44.66. Should the landlord fail to return the amount of \$44.66, the tenant must serve the landlord with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless 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 13, 2016

Residential Tenancy Branch