



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord submitted that each 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 February 15, 2017 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 evidence and testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

In regard to the delay in the writing of this decision I note that Section 77 (1) (d) of the *Act* stipulates that a decision of the director must be given promptly and in any event within 30 days after the proceedings conclude. I also note that Section 77(2) states that the director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected, if a decision is given after the 30 day period in subsection (1) (d). I apologize for the delay in this decision.

Issue(s) to be Decided

The issues to be decided are whether 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 deposit and to recover the filing fee from the tenants 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 submitted a copy of a tenancy agreement signed by the parties on February 18, 2015 for a 1 year fixed term tenancy beginning on March 1, 2015 that converted to a month to month tenancy on March 1, 2016 for a monthly rent of \$785.00 due on the 1st of each month with a security deposit of \$387.50 and a pet damage deposit of \$200.00 paid. The tenancy ended on January 31, 2017.

The landlord submitted into evidence the following relevant documents:

- A copy of a Condition Inspection Report recording the condition of the rental unit at the start and end of the tenancy. The Report is signed by the landlord's agent at the start and end of the tenancy but only signed by the tenants when they moved into the rental unit;
- A copy of a document entitled Move In/ Move Out/ Charge Analysis outlining primarily for cleaning in each of the rooms of the rental unit (\$395.00) and to replace window coverings in the living room (\$250.00); and
- Several photographs of the condition of the unit at the end of the tenancy.

The landlord submitted that despite sending the tenants two notices of the scheduled move out condition inspection the tenants did not attend the move out inspection.

Analysis

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.

I am satisfied from the landlord's undisputed documentary evidence and photographs that the tenants failed to comply with their obligations under Section 37 to leave the rental unit reasonably clean and undamaged.

I find the landlord has established a need for extensive cleaning and to replace window coverings in the living room in the amounts claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$745.00** comprised of \$395.00 cleaning; \$250.00 window covering replacement and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security and pet damage deposits held in the amount of \$587.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$157.50**. This order must be served on each of the tenants. If the tenants fail 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: August 25, 2017

Residential Tenancy Branch