



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gareb Holdings Ltd
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 and her agent.

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 March 6, 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 undisputed testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties for a month to month tenancy beginning on December 1, 2015 for a monthly rent of \$600.00 due on the 1st of each month with a security deposit of \$300.00 paid. The agreement contained a 2 page addendum with 17 additional terms, including a no smoking clause. The tenancy ended on January 31, 2017.

The landlord submitted a copy of a Condition Inspection Report that indicates at the end of the tenancy the unit was inspected both on January 31, 2017 and on February 1,

2017. The Report indicates that very little cleaning had been done and that some “attempt” had been made to clean the stove, fridge, and outside of cupboards. The Report notes a very strong smell of cigarettes.

The landlord seeks the following compensation:

Description	Amount
Washing walls – 5 hours at \$25.00 per hour	\$125.00
Cleaning kitchen and bathroom – 5 hours at \$25.00 per hour	\$125.00
Cleaning window blinds – 3 hours at \$25.00 per hour	\$75.00
Mattress removal to landfill – includes fees and truck usage	\$58.00
Total	\$383.00

The landlord included in their evidence a letter from the tenant dated February 10, 2017 providing his forwarding address.

Analysis

While I note that in the section above I indicated the tenancy agreement stated the tenancy began on December 1, 2015 all other documents submitted with this case indicate the tenancy began on December 1, 2016. As such, I find the start date in the tenancy agreement was an administrative error and the tenancy began on December 1, 2016.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

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 by the landlord’s undisputed submissions that the tenant failed to comply with his obligations as set forth in Section 37 of the *Act*. As a result, I find the landlord has suffered a financial loss for the time and effort to clean the rental unit and remove a mattress from the unit, in the amounts claimed by the landlord.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$483.00** comprised of \$383.00 for cleaning and mattress removal and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$300.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$183.00**. 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: August 31, 2017

Residential Tenancy Branch