Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") filed March 14, 2017 seeking authorization to retain the security deposit and to recover the application filing fee for from the tenant.

The landlord attended the hearing, and was given a full opportunity to be heard, to present affirmed testimony and documentary evidence, and to make submissions.

As the tenant did not attend the hearing, service of the notice of hearing and application was considered. The landlord testified that the tenant was served with the application and hearing notice along with the supporting evidence by registered mail sent March 18, 2017 to the forwarding address provided by the tenant. A Canada Post tracking number was provided in support. In accordance with sections 89 and 90 of the Act, I find that the tenant was served on March 23, 2017, five days after the registered mailing.

Issue(s) to be Decided

Is the landlord entitled to retain some or all of the security deposit?

Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

There was no written tenancy agreement in evidence. The landlord advised that she purchased the rental property in July of 2016 and assumed this month to month tenancy with a monthly rent of $1,425.00 due on the first day of the month. A security deposit of $700.00 and a pet damage deposit of $200.00 were transferred from the seller and remain in the landlord's possession.

The landlord testified that this tenancy ended on February 28, 2017 and that a move-out inspection report was completed but was not submitted in evidence. It was completed before the tenant vacated and on the assumption that the tenant would clean the rental unit before leaving as the tenant had committed to doing.

However, the landlord further testified, the tenant vacated without cleaning. The landlord claims for the cost of cleaning. She testified that she spent two days cleaning but relied on an estimate from a company in the amount of $398.50. The landlord provided photographs of the state of the unit after the tenant had vacated showing that it had not been cleaned.

The landlord also claims for the cost of a replacement parking pass that the tenant failed to return. A receipt for $25.00 was in evidence for the cost of the parking pass.

The landlord advised that the tenant had also failed to return the keys, but the landlord had not submitted evidence of the cost of key replacement.

The landlord also claims for the cost of developing the photographs she submitted in evidence and for the printing and copying required for her application. She was advised at the hearing that the Act does not provide for recovery of these costs.

Analysis

I have reviewed all the documentary evidence and have heard the undisputed evidence of the landlord. I accept that the tenant left the unit unclean and that the amount of time the landlord spent cleaning the unit herself was worth at least the amount estimated by the professional cleaners ($398.50).

I also accept the landlord's claim for the unreturned parking pass ($25.00).

As the landlord has been successful in this application, the landlord is also entitled to recover the $100.00 filing fee from the tenant.

In accordance with s. 38 of the Act, I allow the landlord to retain $523.50, inclusive of the filing fee, from the tenant's security deposit.

The landlord must refund the balance of the $900.00 in deposits to the tenant. I make an order in the tenant's favor for the balance of **$376.50.**

Conclusion

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act and is final and binding under s. 77 unless otherwise indicated in the Act.

Dated: August 16, 2017

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Residential Tenancy Branch