



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on December 8, 2017 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants is deemed to have received the Materials on December 13, 2017. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on September 1, 2011 and ended on June 30, 2016. No security deposit was collected. Rent of \$511.00 was payable on the first day of each month. The Parties mutually conducted both a move-in and move-out inspection with reports completed and copied to the Tenant. The Tenant provided a forwarding address on June 3, 2016.

The Landlord states that the Tenant failed to leave the unit reasonably clean and claims \$378.78 as the costs to have the unit cleaned. The Landlord provides a copy of the move-out report indicating the areas that were not left sufficiently cleaned, photos and a detailed copy of the invoice setting out the cleaning tasks undertaken for an “extremely dirty” unit.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed and supported evidence of the extremely dirty state of the unit at move-out and given the detailed invoice for costs I find that the Landlord has substantiated that the Tenant failed to leave the unit reasonably clean and that the Landlord incurred costs to clean the unit to a reasonable state. As a result I find that the Landlord is entitled to the costs claimed of **\$378.70**. As the Landlord has been successful with its application I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$478.70**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$478.70**. If necessary, this order may be filed in the Small Claims Court and 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: July 23, 2018

Residential Tenancy Branch