



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDL-S

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:42 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agent, SW ("landlord"), attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord's agent testified that the tenant was served with the landlord's application for dispute resolution hearing package and evidence on April 17, 2020 by way of email to an email address that was used in the past for correspondence related to this tenancy. In accordance with sections 88, 89, 90, and the Order of the Director dated March 30, 2020, I find the landlord's documents deemed served to the tenant on April 20, 2020, 3 days after the documents were emailed.

Issue(s) to be Decided

Is the landlord entitled to compensation for losses or damage to the rental unit?

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

Background and Evidence

The landlord provided the following sworn testimony. This fixed-term tenancy began on June 1, 2019, and was to end on May 31, 2020. Monthly rent was set at \$3,800.00, payable on the first of every month. The landlord collected a security deposit in the amount of \$1,900.00, which the landlord still holds. The tenant moved out on March 31, 2020.

The landlord is seeking a monetary order in the amount of \$472.50 for the cost of cleaning for the tenant's failure to leave the home in reasonably clean condition. The landlord provided photos, the condition inspection report, as well as an invoice in support of their monetary claim. The landlord is also seeking the recovery of the filing fee for this application.

Analysis

Section 37(2)(a) of the *Act* stipulates 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. I find that the landlord provided sufficient evidence to show that the landlord suffered a monetary loss due to the tenant's failure to leave the home in reasonably clean condition. Accordingly, I find the landlord is entitled to compensation for this loss.

I find that the landlord's Application has merit and that the landlord is entitled to recover the fee for filing this Application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain \$572.50 of the tenant's security deposit in satisfaction of the monetary claim.

Conclusion

I allow the landlord's monetary claim in the amount of \$472.50 for the tenant's failure to leave the home in reasonably clean condition. I also allow the landlord to recover the filing fee for this application. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain \$572.50 of the tenant's security deposit in satisfaction of the monetary award.

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 27, 2020

Residential Tenancy Branch