



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S

Introduction

This hearing was scheduled to deal with a landlord's application for authorization to make a deduction from the tenant's security deposit for cleaning costs. The landlord's agent appeared for the hearing but there was no appearance on part of the tenants.

Since the tenants did not appear, I explored service of hearing materials upon the tenants.

The landlord's agent testified the hearing materials were sent to each tenant via registered mail on October 22, 2020 using the forwarding address the tenants had provided in a text message. The landlord provided copies of the registered mail receipts, including tracking numbers, as proof of service. I ordered the landlord's agent to produce a copy of the text message that includes the tenant's forwarding address for my review. The landlord's agent provided the text message and I am satisfied that the address he used to send the registered mail is the forwarding address the tenants provided to him. Therefore, I was satisfied the tenants were duly served with notification of this proceeding and I continue to decide this matter without the tenants present.

Issue(s) to be Decided

Has the landlord established an entitlement to compensation for cleaning costs and is the landlord authorized to make a deduction to recover the cleaning costs from the security deposit?

Background and Evidence

The tenancy started on January 15, 2019 on a month to month basis. The tenants paid a security deposit of \$1000.00 and were required to pay rent of \$2000.00 on the 15th day of every month.

The tenancy came to an end pursuant to a Two Month Notice to End Tenancy for Landlord's Use of Property that was served upon the tenants in July 2020.

The parties were supposed to meet at the rental unit on September 26, 2020 to perform a move-out inspection; however, on September 26, 2020 the tenants sent the landlord's agent a text message indicating they took pictures of the rental unit instead of participating in the move-out inspection because they "had to go" and they stated they left the keys in the rental unit. The tenants followed up with a similar email sent to the landlord's agent on September 27, 2020. In the tenant's text message and the email, the tenants acknowledge that the rental unit will require additional cleaning.

The landlord's agent testified that he attended the rental unit on September 26, 2020 and found it to be vacated but not cleaned.

The landlord's agent took photographs of the rental unit to show the rental unit was not left clean and provided those as evidence. The landlord's agent proceeded to hire a cleaning company. The cleaning company provided an invoice and a cleaning checklist which were included in evidence. The cost of the cleaning was \$555.19 including tax.

On October 12, 2020 the landlord's agent received a forwarding address from the tenants via text message and the landlord's agent refunded \$444.81 [\$1000.00 less \$555.19] of the security deposit to the tenants via etransfer. The landlord's agent proceeded to make this Application for Dispute Resolution the following day to obtain authorization to retain \$555.19 from the tenant's security deposit.

Analysis

Section 37 of the Act requires that a tenant leave a rental unit reasonably clean at the end of the tenancy.

The landlord's agent submitted that the unit was not left reasonably clean and \$555.19 was incurred to clean the rental unit. Upon review of the photographs, the cleaning invoice, the cleaning checklist, the tenant's text message and email, I find it am satisfied

the tenants failed to leave the rental unit reasonably clean and it cost the landlord \$555.19 to have the unit cleaned. Therefore, I find I am satisfied the landlord is entitled to recover this cost from the tenants and **I authorize the landlord to withhold \$555.19 from the tenant's security deposit to recover the cost.**

Having heard the landlord has withheld \$555.19 from the security deposit and refunded the balance of security deposit to the tenants, I find there is no remaining balance of the security deposit to be disposed of and I do not provide either party with a Monetary Order.

Conclusion

The landlord is authorized to deduct \$555.19 from the tenant's security deposit for cleaning. The balance of the security deposit has already been refunded to the tenants and I do not provide a Monetary Order to either party.

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: February 04, 2021

Residential Tenancy Branch