



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the Landlord: MNLD-S FFL
For the Tenant: MNSDS-DR FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (application) by both parties seeking remedy under the *Residential Tenancy Act* (Act). The tenants applied for a monetary claim for \$850.00 for the return of their security deposit and/or pet damage deposit and to recover the cost of the filing fee. The landlords applied for a monetary order of \$529.00 for damages to the unit, site or property and to recover the cost of the filing fee.

The landlords attended the teleconference hearing which began promptly on Thursday, May 13, 2021 at 1:30 p.m. Pacific Time by conference call as per the Notice of a Dispute Resolution Hearing (Notice of Hearing) provided to both parties. The line remained open while the phone system was monitored for 22 minutes and the only participants who called into the hearing during this time were the landlords who were ready to proceed. After the ten-minute waiting period, the tenants' application was **dismissed in full, without leave to reapply** in accordance with Residential Tenancy Branch (RTB) Rules of Procedure (Rules) 7.1 and 7.3 that address the consequences for failing to attend a hearing at the scheduled time.

The hearing continued with consideration of the landlords' application. As the tenants did not attend the hearing, service of Notice of Hearing, the application and documentary evidence were considered. The landlords confirmed service of the Notice of Hearing, application and documentary evidence on the tenants by registered mail, with one package addressed to each of the tenants. The landlord provided two registered mail tracking numbers in evidence, which have been included on the style of cause for ease of referenced and identified as 1 and 2. According to the online Canada

Post registered mail tracking website, the landlord served both parties with their own package on January 18, 2021 and both packages were successfully delivered on January 20, 2021. As a result, I am not relying on the deemed service provision under section 90 of the Act as I find the tenants were served on January 20, 2021 when the packages were actually delivered.

As the tenants failed to attend the hearing, I consider the landlords' application to be unopposed and the hearing continued without the tenants present as I am satisfied that the tenants have been sufficiently served in accordance with the Act.

Preliminary and Procedural Matters

The landlords were informed at the start of the hearing that recording of the dispute resolution is prohibited under the RTB Rule 6.11. The landlords were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the landlords were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The landlords did not have any questions about my direction pursuant to RTB Rule 6.11.

In addition, the landlords confirmed their email address at the outset of the hearing and stated that they understood that the decision would be emailed to them. The decision will be emailed to the tenants at the email address provided by the tenants in their application.

Issues to be Decided

- Are the landlords entitled to a monetary order under the Act and if so, in what amount?
- What should happen to the tenants' security deposit under the Act?
- Are the landlords entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on May 1, 2012 and according to the landlords ended on January 1, 2021 when the tenants vacated the rental unit and returned the rental unit keys.

The landlord stated that they submitted three quotes for cleaning costs ranging from \$329.00 to \$450.00 and that ultimately, the landlords hired a cleaner who cleaned the rental unit for \$425.00, plus tax. The total amount including taxes is \$446.25 as listed on the cleaning invoice submitted in evidence.

The landlords and agent testified that the tenants failed to leave the rental unit in a reasonably clean condition and that it took the cleaner 8.5 hours to clean the rental unit at \$50.00 per hour before taxes. The detailed invoice was submitted in evidence and indicates all of the items cleaned by the cleaning on January 27, 2021. The invoice includes a GST number and contact information for the cleaning company, CC.

The landlords are seeking to offset the cleaning costs from the security deposit of the tenants, which was paid in 2012 in the amount of \$675.00. The landlords presented photo evidence of the lack of cleaning in the rental unit also.

Analysis

Based on the landlords' undisputed documentary evidence and testimony provided during the hearing, and on the balance of probabilities, I find the following.

As the tenants did not attend the hearing and the tenants' application has been dismissed, I find that the landlords' monetary claim is unopposed by the tenants. I also find that the testimony, photos and invoice support the landlords' claim. I find the tenants breached section 37(2)(a) of the Act, which requires the tenants to leave the rental unit in a reasonably clean condition, which I find the tenants failed to do.

Given the above, I find the landlords have met the burden of proof in proving their monetary claim in the full amount of **\$446.25** which includes the taxes on the cleaning invoice. As the landlords' claim had merit, I also grant the landlords **\$100.00** pursuant to section 72 of the Act for the cost of their filing fee.

In summary, I find the landlords have established a total monetary claim of **\$546.25** comprised of cleaning costs and the filing fee. Pursuant to sections 38 and 72 of the Act, I authorize the landlords to retain **\$546.25** from the tenants' \$675.00 security deposit, which has accrued \$0.00 in interest, in full satisfaction of the landlords' monetary claim. I grant the tenants a monetary order pursuant to section 67 of the Act for the balance owing by the landlords to the tenants of the security deposit balance in the amount of **\$128.75**.

Conclusion

The tenants' application has been dismissed in full, without leave to reapply.

The landlords' application is fully successful.

The landlords have been authorized to retain \$546.25 from the tenants' security deposit of \$675.00 in full satisfaction of the landlords' monetary claim. The tenants have been granted a monetary order pursuant to section 67 of the Act for the balance owing by the landlords to the tenants of the security deposit balance of \$128.75. Should the tenants require enforcement of the monetary order, the monetary order must be served on the landlords by the tenants and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties.

The monetary order will be emailed to the tenants only for service on the landlords.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: May 14, 2021

Residential Tenancy Branch