



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **FINAL DECISION for LANDLORD'S APPLICATION**

Dispute Codes      MNDL -S, FFL

### Introduction

The landlord applied for monetary compensation against the tenants for damage and cleaning costs; and, authorization to retain or make deductions from the tenants' security deposit and pet damage deposit.

The hearing commenced on November 30, 2021 and reconvened on March 22, 2022. Interim decisions were issued on both of those dates and should be read in conjunction with this final decision. I note my Interim Decision of March 22, 2022 incorrectly named a second tenant respondent. I have corrected that error and the style of cause for this final decision identifies the only tenant respondent named by the landlord on its Application for Dispute Resolution.

It should be noted that the hearing was scheduled to reconvene on July 21, 2022; however, the hearing did not proceed as scheduled due to a technical error on part of the Residential Tenancy Branch (RTB). The RTB contacted the parties and sent each of the parties a Notice of Dispute Resolution Proceeding for the rescheduled hearing set for today's date at 11:00 a.m., via email.

At the reconvened hearing of today's date, only the tenant and her witnesses appeared. There was no appearance on part of the landlord despite waiting until 11:19 a.m.

Given this landlord is the claimant, and the landlord's failure to appear at the reconvened hearing scheduled for today, I informed the tenant that I was dismissing the landlord's claims against the tenants.

The tenant confirmed that the landlord continues to hold their \$835.00 security deposit and \$835.00 pet damage deposit, for a total of \$1670.00 in deposits. The tenant stated that she disputes the landlord's claims against them except for a reasonable amount for

additional cleaning. The tenant acknowledged that some more cleaning was likely required in the rental unit and she had obtained her own estimate to have the unit cleaned. As such, the tenant is of the view that \$300.00 is a reasonable amount to pay to have the unit cleaned and the tenant authorizes the landlord to deduct \$300.00 from the deposits for additional cleaning.

In light of the above, I authorize the landlord to deduct \$300.00 from the tenant's deposits and the balance of the landlord's claims against the tenant are dismissed without leave to reapply. I further order the landlord to pay the tenant the balance of her deposits, in the net amount of \$1370.00, without delay.

In keeping with Residential Tenancy Policy Guideline 17, I provide the tenant with a Monetary Order in the amount of \$1370.00 to serve and enforce upon the landlord.

### Conclusion

The landlord is authorized to deduct \$300.00 from the tenant's security deposit and the balance of the landlord's claims against the tenant are dismissed without leave to reapply. The landlord is ordered to pay the tenant the balance of the deposits, in the net amount of \$1370.00, without delay. With this decision, the tenant is provided a Monetary Order in the amount of \$1370.00 to serve and enforce upon the landlord.

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 11, 2022

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Residential Tenancy Branch