Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order. The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 6, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed. Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act.*

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act).*

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on February 1, 2007 for a month to month tenancy for the monthly rent of $598.00 due on the 1st of each month with a security deposit of $299.00 paid. The landlord submits the tenancy ended on February 28, 2013.

The landlord submitted a copy of a Condition Inspection Report that recorded the condition of the rental unit at both the start of the tenancy and the end of the tenancy. The document is signed by the landlord's representative and by the tenant. However, the tenant has noted that he disagrees with the report and to any deductions from his security deposit.

The report indicates that the rental unit required extensive cleaning and the removal of many items and garbage from the rental unit. The landlord also provided a copy of a

document outlining "Information for Vacating Tenants" that includes identification of what the landlord will charge the tenant for various work if required after the end of the tenancy.

Based on the Condition Inspection Report and the outline of costs for each task the landlord has submitted a claim totalling $520.00 for cleaning the entire rental unit; carpet cleaning; and removal of garbage.

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the landlord's documentary evidence and undisputed testimony I find the landlord has established the tenant failed to comply with the requirements under Section 37 to clean the rental unit at the end of the tenancy. I also find the landlord has established the value of the costs incurred by the landlord as a result of this violation.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **$570.00** comprised of $520.00 cleaning and garbage removal and the $50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of $307.65 in partial satisfaction of this claim. I grant a monetary order in the amount of **$262.35**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: May 31, 2013

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Residential Tenancy Branch