



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** FFL MNDCL-S

### **Introduction**

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

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

While the landlord's agent, DD ('landlord'), attended the hearing by way of conference call, the tenant did not. I waited until 2:10 p.m. to enable the tenant to participate in this scheduled hearing for 2:00 p.m. The landlord's agent was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord's agent testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on October 13, 2017, by way of registered mail. The landlord provided Canada Post a tracking number in their evidence package. In accordance with sections 88, 89 and 90 of the Act, I find that the tenant was deemed served with the landlord's application and evidence on October 18, 2017, five days after its registered mailing.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for damage or losses?

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

### **Background and Evidence**

The landlord's agent testified regarding the following facts. This tenancy began on July 1, 2016, and ended on September 30, 2017. Monthly rent was set at \$1,000.00, and the landlord collected a security deposit of \$500.00, which the landlord still holds. A copy of the tenancy agreement was included in the landlord's evidence.

The landlord's agent testified that the tenant moved out without properly cleaning the rental suite. The tenant also caused damage to the blinds, and portions of the blinds required repairs. The landlord performed both move-in and move-out inspections, and the tenant provided a forwarding address upon move-out. The landlord included a copy of the inspection report in their evidence, as well as photos to support their claim.

The landlord submitted a monetary claim for \$460.00. The landlord is requesting \$170.00 for the carpet cleaning, \$260.00 for professional cleaning, and \$30 for blind repairs. The landlord also requested recovery of the filing fee.

### **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 tenant did not take reasonable care and attention when vacating the suite. I also find that the landlord supported their claim with photos, and by performing a move-in and move-out inspection as required by sections 23 and 35 of the *Act*. Accordingly, I find the landlord is entitled to compensation for these losses. I issue a monetary award of \$460.00 for the cost of cleaning and losses associated with this tenancy due to the tenant's failure to comply with section 37(2)(a) of the *Act*.

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 the tenant's security deposit plus applicable interest in satisfaction of the monetary claim. Over the period of this tenancy, no interest is payable on the security deposit.

### **Conclusion**

I issue a Monetary Order in the amount of \$60.00 in the landlord's favour which allows the landlord to retain the security deposit in satisfaction of the monetary claim for damages and losses, plus recover the \$100.00 filing fee for this application.

The tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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 7, 2018

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Residential Tenancy Branch