



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD

Introduction

On October 10, 2017, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") for a monetary order for damage to the unit; for damage or loss; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord attended the hearing; however, the Tenant did not. The Landlord testified that she served the Tenant with the Notice of Hearing documents using registered mail on October 16, 2017. She testified that she checked the delivery status of the mail and observed that the Tenant signed for and received the mail. The Landlord provided the registered mail receipt number in support of her testimony. The Landlord testified that the Tenant contacted her a couple of weeks prior to the hearing to inform her that he would not be attending the hearing to oppose her claims. I find that the Tenant was served with the Notice of Hearing documents in accordance with sections 89 and 90 of the Act. The Tenant is deemed to have received the Notice of Hearing on October 21, 2017; the fifth day after the documents were mailed.

The Landlord provided affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

During the hearing the Landlord withdrew her claims for compensation for damage to a dishwasher and microwave oven.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy commenced on January 1, 2010, on a month to month basis. The Tenant was to pay the Landlord monthly rent in the amount of \$1,037.00 by the first day of each month. The Tenant paid the Landlord a security deposit of \$500.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that when the Tenant moved out on September 30, 2017, the rental unit was left unclean and required further cleaning.

The Landlord is requesting compensation of \$521.28 for the following items:

Cleaning	\$121.28
Additional cleaning	\$200.00
Strata move out charge	\$100.00
Application fee	\$100.00

Cleaning

The Landlord testified that the Tenant left the rental unit unclean at the end of the tenancy. The Landlord hired a cleaning company to perform some cleaning of the rental unit. The Landlord provided photographs of the condition and state of repair of the rental unit at the end of the tenancy. The Landlord provided a receipt dated October 5, 2017, for the cost of the cleaning.

Additional Cleaning

The Landlord testified that she rented the unit out for October 2017, and needed to arrange for and perform additional cleaning to the unit. She testified that she made arrangements for the new tenants to complete the cleaning in exchange for a \$200.00 reduction in rent for October 2017. The Landlord provided photographs of the condition and state of repair of the rental unit at the end of the tenancy. The Landlord is seeking to recover the \$200.00 for the additional cleaning costs.

Strata Move out Charge

The Landlord testified that the building strata has a \$100.00 fee for moving in and out of the building. The Landlord testified that this \$100.00 fee forms part of the tenancy agreement. The Landlord is seeking to recover the \$100.00 fee for when the Tenant moved out of the rental unit. The Landlord provided a copy of the strata plan rules.

Security Deposit

The Landlord is seeking to retain the security deposit of \$500.00 in satisfaction of her claims.

Analysis

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question.

Section 7 of the Residential Tenancy Regulation provides that a Landlord may charge a Tenant for a move-in or move-out fee charged by a strata corporation to the Landlord.

Based on all of the above, the evidence and testimony of the Landlord, and on a balance of probabilities, I find as follows:

The Tenant is deemed to have received the Notice of Hearing and failed to attend the hearing. The Landlord's claims are unopposed.

I find that the Landlord's claims are reasonable and supported by evidence. I award the Landlord the following compensation:

Cleaning	\$121.28
Additional cleaning	\$200.00
Strata move out charge	\$100.00
total	\$421.28

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

The Landlord has established a monetary claim in the amount of \$521.28. I authorize the Landlord to retain the security deposit of \$500.00 towards the award of \$521.28. I grant the Landlord a monetary order for the balance of \$21.28. The monetary order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

The Landlord established a monetary claim in the amount of \$521.28. The Landlord is authorized to retain the security deposit of \$500.00.

I find that the Tenant owes the Landlord the amount of \$21.28. I grant the Landlord a monetary order in the amount of \$21.28.

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 11, 2018

Residential Tenancy Branch