



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Tenant: MNSD FF
Landlord: MNDC MNSD FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on December 4, 2023. Both parties applied for multiple remedies under the *Residential Tenancy Act* (the “Act”).

The Landlord was represented at the hearing by an agent, collectively referred to as the “Landlord”. The Tenant did not attend the hearing.

The Landlord stated that she served the Tenant with her Notice of Dispute Resolution Proceeding and evidence by sending it to the Tenant via email on May 17, and June 30, 2023. The Landlord uploaded a signed RTB-51, showing the parties agreed to service via email.

Since the parties agreed to service via email, in writing, I find this is an acceptable way to serve the above noted documentation. Section 89 of the Act allows the RTB to authorize other methods of service by way of the *Residential Tenancy Regulations*. Section 43 of the *Regulations* specifies that documents may be served by email, provided the email has been given for the purposes of serving and exchanging documentation. Section 44 of the *Regulations* further specify that documents served in this manner are deemed to have been received 3 days after they were sent. Pursuant to the above noted sections of the *Act*, and the *Regulations*, I find the Tenant is deemed served with the above Notice of Dispute Resolution Proceeding and evidence packages on May 20, and July 2, 2023.

With respect to the Tenant’s application, I find it is dismissed, in full, without leave, since the Tenant failed to attend this hearing.

All parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to compensation for money owed or damage or loss under the Act?
- Is the Landlord entitled to keep the security deposit to offset the amounts owed by the Tenant?

Background and Evidence

The Landlord stated that the tenancy started on January 1, 2023, and ended on April 30, 2023. The Landlord still holds a security deposit in the amount of \$1,350.00. A move-in and move-out condition inspection was completed.

The Landlord stated that they are only seeking one item as follows:

- 1) \$183.75 – Cleaning fees

The Landlord provided a cleaning invoice showing they paid the above noted amount to clean up a few problematic areas in the rental unit, after the Tenant failed to sufficiently clean up. Photos were provided showing there was minor debris and dirt left in toilets, floors, refrigerators, and various surfaces.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,

4. That the party making the application did whatever was reasonable to minimize the damage or loss.

In this case, I find the Landlord has sufficiently demonstrated that the Tenant failed to clean the unit properly at the end of the tenancy, contrary to section 37(2) of the Act. I award the cleaning costs paid by the Landlord.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. I award the Landlord the recovery of the filing fee paid. The Landlord may retain these amounts from the security deposit held but must return the balance of the deposits. I note the Landlord holds \$1,350.00, and interest is payable on this amount, but only for 2023. The interest is \$24.38, bringing the deposit balance to \$1,374.38.

The Landlord must return \$1,090.63, which is the remaining balance of the deposit held.

Conclusion

The Tenant is granted a monetary order pursuant to Section 67 in the amount of \$1,090.63. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenant 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: December 29, 2023

Residential Tenancy Branch