



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MND, MNSD, FF

## Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on September 16, the tenants did not participate in the conference call hearing.

## Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Has the landlord effectively amended his application?

## Background and Evidence

The landlord testified that the tenancy began on May 7, 2008 and ended on June 1, 2009. The landlord holds a \$475.00 security deposit. The landlord made his application for dispute resolution on June 11, making a claim for \$2,500.00 as the cost of replacing carpets and \$165.00 as the cost of cleaning. At the hearing the landlord testified that he was able to save the carpets through professional cleaning and reduced his claim for the carpets to the \$73.50 cost of cleaning. The landlord further testified that he was reducing his claim for the cost of cleaning to \$15.00.

The landlord provided evidence to both the Residential Tenancy Branch of costs incurred repairing further damage to the rental unit. At the hearing the landlord asked to amend his claim to include the cost of repairing the damage.

## Analysis

There exists a principle of administrative justice that the respondents in a claim has the right to know the claim being made against them. In this case, the respondents were served with a claim for the cost of replacing carpets and cleaning the rental unit. The

respondents chose not to participate in the hearing to respond to that claim. Although they were served with evidence showing that the landlord had expended money performing repairs, they were not served with a request by the landlord to amend his claim to include the cost of performing those repairs. I find that permitting the landlord to amend his claim to include the cost of repairs would prejudice the respondents as it may be that they would have participated in the hearing had they known a claim was being made against them for repairs to the rental unit. The fact that the landlord's claim for the carpets was substantially reduced does not in any way change the fact that the tenants were not aware of a damage claim. I decline to permit the landlord to amend his claim.

I find that changing the claim to replace the carpets to a claim for the cost of cleaning the carpets does not in any way prejudice the respondents. I accept the undisputed testimony of the landlord and find that the landlord has proven that he spent \$73.50 cleaning carpets and I award the landlord that sum. I further find that the landlord has proven that he spent \$15.00 to have the suite cleaned. I award the landlord \$15.00. I find that the landlord is entitled to recover the filing fee paid to bring his application.

I find that the landlord has established a claim for \$138.50. I order that the landlord retain \$138.50 from the deposit and interest of \$479.96 in full satisfaction of his claim and I order the landlord to return the balance of \$341.46 to the tenants forthwith. I grant the tenants an order under section 67 for \$341.46. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

The landlord may retain \$138.50 and must return the \$341.46 balance of the security deposit to the tenants.

Dated September 21, 2009.