



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's request for a Monetary Order for damage to the rental unit, unpaid rent, damage or loss under the Act, regulations or tenancy agreement, retention of the security deposit and recovery of the filing fee. The landlord and the male co-tenant appeared at the hearing. The landlord provided evidence that both co-tenants were notified of this hearing by registered mail. The co-tenant confirmed that the other tenant was aware of the hearing but was not present as she had to work.

Issues(s) to be Decided

1. Has the landlord established an entitlement to a Monetary Order, and if so, the amount.
2. Mutual agreement between the parties.
3. Return or return of the security deposit.
4. Award of the filing fee.

Background and Evidence

Upon receiving undisputed testimony, I make the following findings. A tenancy agreement was entered into effective May 1, 2009. The tenants were required to pay rent of \$1,550.00 on the 1st day of every month plus 60% of hydro bills. The tenants paid a \$775.00 security deposit on May 1, 2009. A move-in inspection was conducted by the landlord and female co-tenant and a copy of the inspection report provided to the tenant. A move-out inspection was not conducted together.

On June 2, 2009 the landlord received verbal notice of the tenants' intent to vacate the rental unit and on June 4, 2009 the landlord received the tenant's written notice to end tenancy effective June 30, 2009. The landlord re-rented the unit for July 1, 2009 but had to reduce the rent \$100.00 per month to avoid a vacancy for July 2009. The landlord also submitted that the tenants obtained a pet during the tenancy and that the carpets required carpet cleaning at the end of the tenancy.

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With this application the landlord was seeking to retain compensation for the following amounts from the security deposit.

Carpet cleaning	\$ 210.00
Advertising	35.35
Hydro – 60% of bill for May 2 – June 3	67.59
Hydro – 60% of bill for June 4 – July 2	37.64
Filing fee	<u>50.00</u>
Total claim	\$ 400.58

I heard that the landlord had attempted to gain the tenants' authorization for deductions from the security deposit before making this application but the parties could not agree on charges for carpet cleaning. Initially, the landlord had sought authorization from the tenants for \$270.00 for carpet cleaning based on the carpet cleaning invoice she paid immediately before the tenants moved in. The tenants had thought that estimate was too high and did not agree to the landlord's request. The landlord was able to get a reduced carpet cleaning cost of \$210.00 and is seeking that amount from the tenant's with this application.

After some discussion with respect to the loss of rent the landlord incurred for July 2009 versus the lesser amount being sought for advertising costs, and upon seeing the carpet cleaning invoices, the tenant eventually agreed to all of the charges sought by the landlord with this application and requested the remainder of the security deposit be returned to him as soon as possible. The landlord agreed she would return the remainder of the security deposit to the tenants by November 4, 2009.

Analysis

Upon consideration of all the evidence before me, I am satisfied the landlord established an entitlement the amounts sought by the landlord and that the landlord took appropriate action to mitigate the damages and loss. In light of my findings and in recognition of the agreement reached between the parties during the hearing, I authorized the landlord to withhold \$400.58 from the tenants' security deposit and I ordered the landlord to return the balance of \$374.42 no later than November 4, 2009.

Enclosed for the tenants is a Monetary Order in the amount of \$374.42 in the event the landlord does not fulfill her obligation to return \$374.42 to the tenants. If the landlord does not refund \$374.42 to the tenants the tenants may serve the landlord with the enclosed Monetary Order and may enforce the order in Provincial Court (Small Claims).



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Conclusion

The landlord was authorized to retain \$400.58 from the tenants' security deposit and the landlord was ordered to return the balance of \$374.42 to the tenants. The tenants have been provided a Monetary Order in the amount of \$374.42 to ensure payment is made to the tenants.

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: November 06, 2009.

Dispute Resolution Officer