



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for damage to the rental unit and for money owed or compensation for damage or loss under the Act, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail to each tenant on October 15, 2009. Mail receipt numbers were provided in the landlords' documentary evidence. The tenants were deemed to be served the hearing documents on October 20, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agent appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form.

There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Is the landlord entitled to a monetary Order for damage to the blinds in the rental unit?
- Is the landlord entitled to a Monetary Order for the cost of cleaning areas of the rental unit?
- Is the landlord entitled to keep part of the security deposit in partial payment of these costs?



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## Background and Evidence

This tenancy started on May 01, 2008. This was a fixed term tenancy which reverted to a month to month tenancy at the end of the fixed term. The tenants paid rent of \$1,079.00 on the first of each month. The tenants paid a security deposit of \$299.00 on April 08, 2008.

The landlord testifies that at the end of the tenancy a condition inspection took place with the tenants. This inspection highlighted that the tenants had not cleaned the carpets, the stove burners and kitchen cupboards, shelves and doors. This landlord also noted that a bracket for a blind in the master bedroom was broken. The tenants did not agree to any deductions being taken from their security deposit at this inspection to cover the work required for the cleaning and repairs.

The landlord has provided the move in and move out condition inspection report which highlights the cleaning and repairs required to the rental unit. The landlord has also provided a breakdown of the costs for this work to be carried out:

Steam clean the carpets at \$89.00

Cleaning in kitchen at \$20.00

Repair to bracket in master bedroom at \$30.00.

## Analysis

Sections 23 and 35 of the Act say that a landlord must complete a condition inspection report at the beginning of a tenancy and at the end of a tenancy in accordance with the Regulations and provide a copy of it to the tenants. A condition inspection report is intended to serve as some objective evidence of whether the tenant is responsible for damages to the rental unit during the tenancy or if they have left a rental unit unclean at the end of the tenancy.

The purpose of having both parties participate in a move in condition inspection report is to provide evidence of the condition of the rental unit at the beginning of the tenancy so that the Parties can determine what damages were caused during the tenancy. I find the landlord has



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complied with these sections of the Act and has produced the inspection reports which show the condition of the rental unit and what damage and cleaning is the responsibility of the tenants.

Residential tenancy Policy guidelines #1 deal with tenant's responsibility concerning carpet cleaning. This states:

## CARPETS

The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

Therefore, I find in the absence of any evidence from the tenants who did not appear at this hearing despite being given notice to do so that the carpets were not cleaned at the end of the tenancy and the landlord is entitled to recover the amount of **\$89.00** for the steam cleaning. I also find that the inspection report shows that the tenants did not leave the kitchen in a clean state at the end of the tenancy and find the landlord is entitled to recover **\$20.00** in costs to clean the cupboards, stove, shelves and doors. I also find that the inspection report shows that the bracket for the blind was damaged and repaired by the landlord at a cost of **\$30.00** consequently the landlord is entitled to be reimbursed for this amount pursuant to s.67 of the *Act*.

As the landlord has been successful with her claim I find she is also entitled to recover the \$50.00 filing fee paid for this application pursuant to s. 72(1) of the *Act*. The landlord is entitled to retain the following amount from the tenants' security deposit:

Security deposit	\$299.00
Less carpet cleaning	\$89.00



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Less repair to bracket in master bedroom	\$30.00
Less filing fee	\$50.00
Amount to be retained from security deposit	<b>\$189.00</b>
Balance of security deposit to be returned to the tenants	<b>\$113.28</b>

## Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. I order the landlord pursuant to s. 38(4) of the Act to keep **\$189.00** from the tenant's security deposit. The remainder of the security deposit and accrued interest must be returned 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: February 10, 2010.

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Dispute Resolution Officer