



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for 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 on April, 14, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The tenants were deemed to be served the hearing documents on April 19, 2010, 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 his 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 keep all or part of the tenant's security deposit?

Background and Evidence

The landlord has provided a copy of the tenancy agreement which shows that this tenancy started on March 01, 2009. This was a fixed term tenancy which ended on February 28, 2010 and then reverted to a month to month tenancy. Rent for this unit was \$820.00 per month which

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was due on the first of each month. The tenant's paid a security deposit of \$410.00 on February 14, 2009. The tenants moved from the rental unit on March 31, 2010.

The landlords' agent has provided a copy of the move in and move out condition inspection reports. He states that the tenants were in attendance for each of the inspections but refused to sign the move out condition inspection as they did not agree with some of the deductions requested from their security deposit.

The landlords' agent states that the tenants were required to clean the drapes and carpets at the end of the tenancy and to return the rental unit to the same condition it was in at the start of their tenancy. The tenancy agreement clause 11 of the additional terms states the tenants are required to dry clean the drapes and have the carpets steam cleaned at the end of the tenancy or they will be charged.

The landlords' agent states that it was noted in the move out inspection that the drapes and carpets were left unclean. The landlord has a standard charge for cleaning these items if the tenant's fail to do so of \$140.00 for a two bedroom unit for carpet cleaning and \$115.00 for drape cleaning. The landlord has submitted receipts for this work which show the actual cost of cleaning the carpets was \$68.25 and \$40.00 for the drapes. The landlords' agent states that the additional costs, over and above the actual amounts, are to cover their administration costs and labour costs for example in removing and re-hanging the drapes.

The landlords' agent also states that it was noted in the move out condition inspection that the tenants had only partially cleaned the unit at the end of the tenancy, there were three burnt out light bulbs and there were some holes left in the walls from picture hanging which the tenants were charged \$50.00 to repair. The landlords' team had to clean the unit at a cost of \$100.00 and they had to replace three bulbs at a cost of \$18. The landlords' seeks to keep all of the security deposit to cover the charges of \$433.00.

The landlord seeks to recover the filing fee of \$50.00.

Analysis

The tenants did not appear at the hearing to dispute the landlords claim, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have considered the landlords evidence only. The Residential Tenancy Policy Guidelines #1 discusses the tenant's obligations at the end of a tenancy regarding carpets, drapes, cleaning, replacing light bulbs and holes left from hanging pictures.

With regard to the landlords claim for \$140.00 for carpet cleaning; I find the tenants are responsible for cleaning the carpets at the end of a tenancy of one year. However, I find the actual cost of cleaning these carpets is \$68.25. A landlord is required to be compensated for a claimed loss or damage to the actual amount paid to rectify the loss or damage and as such I find the landlord is only entitled to recover the sum of **\$68.25** from the tenants for carpet cleaning the remainder of the landlords claim is the cost of doing business.

With regard to cleaning the drapes; I find a tenant is expected to leave the internal window coverings clean when he or she vacates a rental unit. In this instance I find the tenants did not leave the drapes clean and they have been charged \$115.00 for this work to be completed by the landlord. While I accept that the landlord dealt with the administrative issues and labour in removing and re-hanging the drapes, I find this is also the cost of doing business and therefore I find the landlord is only entitled to recover the actual costs incurred in cleaning the drapes to the sum of **\$40.00**.

With regard to the cleaning of the unit, I find the move in and move out condition inspection reports detail that the unit had only been partially cleaned at the end of the tenancy and consequently the landlord had to clean the unit and incurred costs of **\$100.00** which he is entitled to claim back from the tenants.

With regard to the costs incurred by the landlord for touch up painting of \$50.00; the landlord has provided no evidence to show that he set rules with the tenants regarding the hanging of pictures in their unit or that the amount of holes are excessive. Therefore, the tenants cannot be

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held responsible for filling the holes or for the costs incurred by the landlord to fill, sand and paint these holes.

With regard to replacement costs for the light bulbs; I find at the end of the tenancy a tenant must replace any burnt out bulbs at their own expense. As the tenants failed to replace three light bulbs I find the landlord is entitled to recover the sum of **\$18.00** from the tenants.

Consequently it is my decision that the landlord is entitled to recover the amount of **\$226.25** for the costs actually incurred.

As the landlord has been partially successful I find he is also entitled to recover his **\$50.00** filing fee from the tenants pursuant to section 72(1) of the Act.

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim.

I ORDER the landlord to retain the amount of **\$276.25** from the tenant's security deposit of \$410.00 leaving a balance **\$133.75** which must be returned to the tenants upon receipt of this decision.

The remainder of the landlords' application is dismissed without leave to reapply.

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: August 23, 2010.

Dispute Resolution Officer