



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC, 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 *Residential Tenancy Act (Act)*, regulations or tenancy agreement, an Order to keep all or part of the security deposit and to recover the cost of the filing fee. During the hearing the landlord withdrew their application for monetary Orders as the amount claimed would be covered by the tenant's security deposit.

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 June 16, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The tenants were deemed to be served the hearing documents on June 21, 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 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 keep all or part of the security deposit?

Background and Evidence

The landlords' agent testifies that this tenancy started on March 01, 2002. This was a fixed term tenancy which reverted to a month to month at the end of the fixed term. Rent for this unit was \$902.00 per month and was due on the first of each month. The tenants paid a security deposit of \$400.00 on February 03, 2002, and a deposit for the parking remote of \$60.00 on September 20, 2004

The landlord testifies that the tenants did not leave the unit in a reasonable state of cleanliness at the end of the tenancy. The landlords' agent states she had to clean the unit particularly the kitchen, balcony and bathroom. This took a full day of cleaning and the landlord seeks to recover the sum of \$60.00 from the tenants for this work. The landlord states the carpet has been left in an extremely dirty condition to the extent it could not be cleaned. The landlords' agent states the carpet was replaced at a total cost of \$1,250.55 and they seek to recover the sum of \$250.00 from the tenants in partial payment towards this cost. The landlords' agent states the tenants attended the move out inspection but refused to sign the report as they did not agree with the cleaning charges.

The landlords' agent testifies that \$116.29 has been returned to the tenants from their security deposit on May 31, 2010 and they seek an Order to retain the remaining amount of \$360.00 which includes \$16.29 accrued interest.

The landlord has provided a copy of the inspection report detailing the cleaning required to the unit and the condition of the carpets. The landlord has also provided photographic evidence of the condition of the unit and carpets and receipts for the cleaning and carpet replacement.

Analysis

The tenants did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have considered the evidence before me, including the affirmed evidence of the landlords' agent. Section 32 of the Act states: *a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit*. This would include ensuring the unit was cleaned to a reasonable standard at the end of the tenancy. The landlords evidence shows that the unit was not left in a reasonably clean condition including the carpets which were so dirty they could not be cleaned and had to be replaced.

Consequently I find in favor of the landlords application to keep the security deposit for cleaning and a portion of the carpet replacement costs to the sum of **\$310.00** pursuant to section 38(4)(b) of the Act.

As the landlord has been successful I find they are also entitled to recover the **\$50.00** filing fee from the tenants pursuant to section 72(1) of the Act and may retain this from the security deposit also.



Dispute Resolution Services

Page: 4

Residential Tenancy Branch
Ministry of Housing and Social Development

Conclusion

I HEREBY FIND in favor of the landlords claim to keep part of the tenant's security deposit. I ORDER the landlord to keep **\$360.00** from the security deposit and accrued interest.

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: October 28, 2010.

Dispute Resolution Officer