



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on October 19, the tenants did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on December 1, 2009 and ended on September 30, 2010. At the outset of the tenancy the tenants paid a \$362.50 security deposit. I address the landlord's claims and my findings around each as follows.

- [1] **Carpet cleaning.** The landlord seeks to recover \$120.00 as the cost of cleaning carpets at the end of the tenancy. The landlord testified that the tenants did not clean the carpets in violation of a term of the tenancy agreement requiring them to do so upon vacating. The landlord provided a receipt showing that \$67.20 was paid for professional carpet cleaning and testified that the remaining \$58.20 was an administration fee, designed to cover the landlord's cost of arranging access, invoicing and paying the cleaners. I find that the tenants were obligated to clean the carpets at the end of the tenancy and failed to do so. I find that the landlord is entitled to recover the \$67.20 paid to the cleaners and I award the landlord that sum. There is no provision in the tenancy agreement whereby the tenants were agreed to pay an administration fee for carpet cleaning and I find that absent such an agreement, these costs must be characterized as part of the cost of doing business as a landlord. I dismiss the claim for the administration fee.
- [2] **Drape cleaning.** The landlord seeks to recover \$95.00 as the cost of cleaning drapes at the end of the tenancy. The landlord testified that the tenants did not

clean the drapes in violation of a term of the tenancy agreement requiring them to do so upon vacating. The landlord provided a receipt showing that \$35.00 was paid to have the drapes professionally dry cleaned. The landlord did not offer an explanation as to why a further \$60.00 was charged. I find that the tenants were obligated to dry clean the drapes at the end of the tenancy and failed to do so. I find that the landlord is entitled to recover the \$35.00 paid to the cleaners and I award the landlord that sum. I dismiss the claim for the remaining \$60.00 as unproven.

- [3] **Cleaning.** The landlord seeks to recover \$100.00 as the cost of cleaning the rental unit at the end of the tenancy. The landlord testified that the tenants did not adequately clean the unit and that an employee spent an additional 4 hours cleaning at a rate of \$25.00 per hour. I accept the landlord's undisputed testimony and find that the tenants failed to adequately clean the rental unit at the end of the tenancy. I find that the landlord is entitled to recover the \$100.00 paid to the cleaners and I award the landlord that sum.
- [4] **Painting.** The landlord seeks to recover \$150.00 as the cost of repainting the rental unit at the end of the tenancy. The landlord testified that the tenants attempted to patch nail and screw holes in the walls and filled the holes with a yellow putty which took several layers of paint to cover. I find that the tenants' actions necessitated the landlord having to repaint the rental unit and I find the landlord's \$150.00 claim to be reasonable. I award the landlord \$150.00.
- [5] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and I award the landlord \$50.00.

### Conclusion

In summary, the landlord has been successful in the following claims:

Carpet cleaning	\$ 67.20
Drape cleaning	\$ 35.00
Cleaning	\$100.00
Painting	\$150.00
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$402.20</b>

I order that the landlord retain the \$362.50 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$39.70. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 17, 2011

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Residential Tenancy Branch