



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an Order to keep all or part of the security deposit. During the hearing the landlord withdrew her application to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on October 08, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The documentary evidence provided by the landlord shows that the hearing documents were signed for at the Post Office on October 12, 2010.

The landlord 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 tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to keep part of the tenants' security deposit?

Background and Evidence

The landlord testifies that this tenancy started on April 01, 2009 and ended on September 29, 2010. This was a fixed term tenancy which ended on that day. Rent for this unit was \$1,050.00 per month and was due on the first of the month. The tenants paid a security deposit of \$525.00 on March 09, 2009. The landlord has only named one of the tenants in her application as a respondent. The tenants gave the landlord their forwarding address on September 29, 2010.

The landlord testifies that the tenants failed to clean the carpets at the end of the tenancy as specified under the terms of their agreement. The landlord testifies that the tenants also kept a cat without permission and without paying a pet deposit. The carpets were left dirty and stained at the end of the tenancy and the landlord has provided a copy of the move in and move out condition inspection reports which detail the condition of the carpets at the beginning and end of the tenancy.

The landlord testifies that she had hired caretakers to manage the property however at the end of the tenancy the tenants refused to take part in the move out condition with her appointed caretakers and stated that they would only do the inspection with the landlord. The landlord states the inspection went ahead in the tenants' absence as she does not live in the Province and could not attend an inspection with the tenants herself.

The landlord states the tenant told her caretaker that she had had the carpets steam cleaned but failed to provide a receipt for this work and the carpets had clearly not been cleaned. The landlord has provided a carpet cleaning receipt and seeks to recover the sum of \$258.72 from the tenants' security deposit.

The landlord testifies that the tenant sent a note in which she stated they would leave their second set of keys in the mailbox. The tenant failed to do this and when the new tenants moved in they requested the locks be changed as the keys had not all been

returned. Later a neighbour came around and gave some keys to the new tenants and stated the previous tenant had left the keys with them. The landlord seeks to recover the sum of \$54.00 for rekeying the two locks on the main door. The landlord states she does not have a receipt for this work as it was carried out by her caretaker and this is the sum he charged her.

The landlord testifies that the remainder of the security deposit of \$212.28 was returned to the tenants on October 07, 2010 with a breakdown of all costs.

Analysis

The tenant 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 tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

I refer both Parties to the Residential Tenancy Policy Guidelines #1 which states:

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. The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged.

Consequently I find the tenant did not clean the carpets at the end of the tenancy and as she kept a cat at the unit and the tenancy was for a period exceeding one year the landlord is entitled to recover the cost of having the carpets professionally cleaned.

Therefore, the landlord may keep the sum of **\$258.72** from the security deposit pursuant to section 38(4)(b) of the *Act*.

I further find the tenants did not return the second set of keys to the landlord before the new tenants took over the property and the landlords' caretaker had to rekey the locks for the main door. Consequently, the landlord is entitled to recover the sum of **\$54.00** from the tenants security deposit pursuant to section 38(4)(b) of the *Act*.

Conclusion

I HEREBY order that the landlord retain the amount of **\$312.72** from the security deposit.

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 09, 2011.

Residential Tenancy Branch