



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MND, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for damage to rental unit, damages or loss under the Act, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on October 26, 2010, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant's forwarding address, by registered mail. A Canada Post tracking number and receipt was provided as evidence of service.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$80.00 for carpet cleaning costs?

May the landlord retain a portion of the deposit paid in satisfaction of the claim?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on May 1, 2009, rent was \$725.00 per month, due on the first day of each month. A deposit in the sum of \$362.50 was paid on April 16, 2009. A copy of the tenancy agreement was submitted as evidence.

The tenant gave proper written Notice ending her tenancy effective October 31, 2010. The written Notice provided the tenant's forwarding address.

The tenant vacated the rental unit without prior notification, on October 18, 2010. The landlord did not have an opportunity to give the tenant 2 dates for completion of the condition inspection; they are normally given 10 and 5 days prior to the effective end date of the tenancy.

The tenancy agreement required the tenant to clean the carpets and, if the tenant failed to do so, clause 43 "other" indicated that \$80.00 would be deducted from the deposit.

No verification of the costs of carpet cleaning was provided as evidence.

Analysis

Section 20 of the Act provides, in part, what a landlord may not include as a term of a tenancy agreement:

(e) require, or include as a term of a tenancy agreement, that the landlord automatically keeps all or part of the security deposit or the pet damage deposit at the end of the tenancy agreement

In the absence of agreement at the end of the tenancy, a landlord must either return the deposit or file an application claiming against the deposit within 15 days of the end of tenancy or the date the written forwarding address is provided. Verification of the costs claimed must be provided.

The landlord took possession of the rental unit on October 18, 2010, the date the tenant vacated the unit. I find that the landlord made their Application claiming against the deposit, within the required time frame, by submitting the Application on October 25, 2010.

The landlord did not supply verification of the amount claimed for carpet cleaning; therefore, in the absence of verification of the cost supporting carpet cleaning, I dismiss the claim.

As the landlord is holding a deposit in the sum of \$362.50; I Order the landlord to return the deposit to the tenant. A monetary Order has been issued to the tenant.

Conclusion

The landlord's monetary claim against the deposit is dismissed.

I Order the landlord to return the deposit in the sum of \$362.50, forthwith, to the tenant.

Based on these determinations I grant the tenant a monetary Order in the sum of \$362.50. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia 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 28, 2011.

Residential Tenancy Branch