



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation under the Act and the tenancy agreement, for cleaning of the rental unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on April 18, 2011, and deemed under the Act to be received five days later, the Tenant did not appear. I find the Tenant has been served in accordance with the Act.

Two agents for the Landlord appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began in February of 2005, with the parties entering into a written tenancy agreement. The monthly rent at the outset was \$985.00. Although the tenancy agreement states the security deposit of \$492.50 was paid on January 4, 2004, I find there is sufficient evidence that this is a typographical error, and the correct date was January 4, 2005.

The Tenant vacated the property on or about March 31, 2011. However, the Landlord is claiming it has incurred costs to clean due to the condition it was left in by the Tenant.

The Landlord claims the Tenant failed to clean the carpets and drapes. The Landlord is seeking to retain \$106.40 for cleaning the carpet and \$165.76 for cleaning the drapes.

Condition inspection reports were performed both at the start and end of the tenancy. On the outgoing condition inspection report the Tenant indicated she did not agree to the two charges, therefore, the Landlord was required to apply for an order for

compensation. I also note the Landlord had already refunded the Tenant \$237.23 of the deposit and interest due at the end of the tenancy.

The Tenant submitted no evidence in this matter.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenant did not clean the carpets or drapes when she left the rental unit, in breach of section 37 of the Act, and the tenancy agreement.

I find the Landlord has suffered a loss due to this breach.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$322.16**, comprised of the \$272.16 for cleaning the carpets and drapes and the \$50.00 fee paid for this application, against the security deposit and interest of \$509.93. The Landlord has retained \$272.70 from the deposit, therefore there is a balance due of \$49.46 from the Tenant to the Landlord.

I grant the Landlord an order in the amount of **\$49.46**. This order may be filed in the Provincial Court (Small Claims) 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: August 04, 2011.

Residential Tenancy Branch