



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent(s) was served with notice of the hearing by registered mail that was mailed on August 5, 2011; however the respondent(s) did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$304.50, a request for recovery of the \$50.00 filing fee, and a request to retain a portion of the security deposit in satisfaction of this claim.

Background and Evidence

The applicant testified that:

- When the tenant moved out of the rental unit the tenant left the unit in a very dirty condition.
- The carpets were dirty and stained and had to be cleaned at a cost of \$144.50
- The suite was also left very dirty and took a total of eight hours to clean at a cost of \$160.00.
- They have provided photo evidence to show the condition in which the rental unit was left.

The applicants are therefore requesting a monetary order as follows:

Carpet cleaning	\$144.50
Cleaning \$20.00 X eight hours	\$160.00
Filing fee	\$50.00
Total	\$354.50

The applicants further request an order allowing them to keep \$354.50 of the security deposit to satisfy this claim.

Analysis

It is my finding that the landlords have established the full amount claimed.

The landlords have provided photo evidence that clearly shows of the rental unit was left in need of significant cleaning, as well as direct testimony as to the condition of the rental unit.

Therefore it is my finding that the tenant is liable for the cleaning costs and carpet cleaning costs and for recovery of the filing fee.

Conclusion

I have allowed the landlord's full claim of \$354.50. I therefore order the landlord may retain \$354.50 from the \$500.00 security deposit. The remainder of the deposit is to be returned to the tenant.

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: November 09, 2011.

Residential Tenancy Branch