



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. An agent for the landlord and one tenant participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 1, 2010. At the outset of the tenancy, the landlord collected from the tenants a security deposit of \$347.50 and a pet deposit of \$200. On August 31, 2011 the landlord received notice that the tenants were vacating the rental unit. The tenants vacated the unit on September 6, 2011. The landlord was able to re-rent the unit beginning September 15, 2011. The monthly rent at the end of the tenancy was \$710, and an additional \$10 for parking.

Landlord's Evidence

The landlord carried out a move-out inspection without the tenants on September 7, 2011. The tenants informed the landlord on September 6, 2011 that they were leaving and would not be returning, so the landlord did not attempt to schedule a move-out inspection with the tenants. The landlord carried out cleaning, carpet cleaning and drapes cleaning, and then sent the tenant a cheque for \$19.37 for the balance of the security deposit.

On September 10, 2011 the tenants paid the landlord \$740 for rent for September 2011. The landlord sent the tenants a cheque in the amount of \$740 as a full refund for the amount, but the tenants put a stop payment on their cheque.

The landlord has claimed a total of \$524.13 for the following items:

- 1) \$331.33 for unpaid rent for September 1 to 14, 2011
- 2) \$20 for late payment fee for September 2011
- 3) \$10 for parking for September 2011
- 4) \$72.80 for carpet cleaning and deodorizing
- 5) \$20 for drapes cleaning
- 6) \$20 for general suite cleaning
- 7) \$50 recovery of filing fee for cost of application

Tenants' Response

On September 6, 2011, the tenant finished moving out of the rental unit and went to the resident manager's office to request an inspection of the unit. The manager was not willing to do an inspection at that time. The landlord did not offer the tenants an opportunity to schedule a move-out inspection.

The tenants rented a steam cleaner and cleaned the carpets, and did general cleaning. The tenant disputed all of the landlord's cleaning charges and pointed out that the landlord had failed to provide evidence of the need for cleaning, other than the move-out inspection report that the landlord produced in the absence of the tenants.

Analysis

Upon consideration of the evidence, I find as follows.

The landlord is entitled to the amounts claimed for rent, parking and the late payment fee. The landlord did not comply with the requirements regarding scheduling a move-out condition inspection, and did not provide sufficient evidence to support their claims for cleaning, drapes cleaning and carpet cleaning, and I therefore dismiss those portions of the landlord's application.

As the landlord's claim was mostly successful, they are entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$411.33. I order that the landlord retain \$411.33 of the pet and security deposits in full satisfaction of this award. Taking into account the landlord's return of \$19.37 of the deposits, I grant the tenants an order under section 67 for the balance of the deposits in the amount of \$116.80. 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: December 7, 2011.

Residential Tenancy Branch