



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage or cleaning of the rental unit, compensation under the Act and the tenancy agreement, 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 September 16, 2011, and deemed under the Act to be received five days later, the Tenants did not appear.

An Agent for the Landlord appeared, gave affirmed testimony and was 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 Tenants?

### Background and Evidence

The Landlord is claiming that at the end of the tenancy the Tenants failed to clean the carpets, window coverings, stove and other portions of the rental unit to a reasonable state.

The Landlord is claiming \$78.40 for carpet cleaning, \$78.40 for the cleaning of window coverings, \$90.00 for general suite cleaning which included the stove and oven, plus other areas of the kitchen and bathroom, and the \$50.00 filing fee for the Application.

The Landlord had refunded to the Tenants most of the security deposit and all the pet damage deposit prior to the hearing. The Landlord has withheld \$296.80, which is the amount sought in this claim.

The Landlord has submitted into evidence copies of receipts, invoices, the condition inspection reports, the tenancy agreement, a summary of charges and photographs.

On the outgoing report the Tenants agreed to the cost of \$90.00 for suite cleaning, but disagreed with the cost of carpet and window covering cleaning.

The Tenants submitted no evidence for this matter.

Analysis

Based on the uncontradicted testimony, evidence, photographs and on a balance of probabilities, I find that the Tenants have breached section 37 of the Act, by failing to return the rental unit to the Landlord in a reasonable state of cleanliness.

I find the Tenants did not clean the window coverings, carpets and stove and other portions of the rental unit as required under the Act and the tenancy agreement.

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 the breaches by the Tenants have caused the Landlord to suffer a loss of **\$296.80**, comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlords may retain \$296.80 from the remainder of the deposit held of \$296.80.

This decision is final and binding on the parties except as otherwise provided under the Act and 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 01, 2011.

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Residential Tenancy Branch