



# 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 to or cleaning of the rental unit, for compensation under the Act and the tenancy agreement, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

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.

The Agent testified that the Tenant was served with the Notice of Hearing and Application by registered mail sent on November 3, 2011, and deemed under the Act to be received five days later. A receipt for the mail was provided in evidence. Despite this the Tenant did not appear. I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

This tenancy began on August 1, 2010, with the parties entering into a written tenancy agreement. The Tenant paid the Landlord a security deposit of \$347.50 and a move in condition inspection report was performed.

On April 30, 2011, the Tenant vacated the property, however, the Landlord has incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

As part of the outgoing condition inspection report the Tenant signed over the security deposit in writing as well as agreeing to pay a portion of the carpet replacement charges

in the amount of \$700.00, and for cleaning of drapes in the amount of \$20.00, \$60.00 for garbage removal, general suite cleaning of \$84.00 and a late payment fee of \$15.00.

According to the testimony of the Agent for the Landlord, when the Tenant was vacating the rental unit the carpet had a very bad pet odour that could not be removed by cleaning, and therefore, the carpet needed to be replaced. The Landlord submitted the carpet replacement invoice in evidence and has charged the Tenant less than 50% of the replacement cost.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached section 37 of the Act, by failing to leave the rental unit in a clean, undamaged condition.

The Tenant agreed in writing to pay the Landlord the sum of \$861.00 for this and that the Landlord could retain the security deposit in partial satisfaction of the sum owing.

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 **\$911.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord may retain the deposit of **\$347.50** in partial satisfaction of the claim and I grant an order under section 67 for the balance due of **\$563.50**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as 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: January 19, 2012.

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Residential Tenancy Branch