



# 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 was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and for damage to the rental unit, for authority to retain a portion of the tenants' security deposit, and for recovery of the filing fee.

The landlord's agent and tenant appeared and the hearing process was explained. Thereafter the parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and to make submissions to me.

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 a monetary order, for authority to retain a portion of the tenant's security deposit and to recover the filing fee?

### Background and Evidence

This tenancy began on December 8, 2007 and ended on March 31, 2012.

### **The landlord's agent's testimony:**

The tenant provided his forwarding address on April 12, 2012; thereafter the landlord filed their application on April 18, claiming \$263.40 against the tenant's security deposit of \$600.00, paid December 8, 2007.

The landlord has retained the full amount of the tenant's security deposit of \$600.00, due to their monetary claim of \$263.40, for costs associated with a carpet cleaning at the end of the tenancy.

The tenant was required under the tenancy agreement to have the carpet professionally cleaned at the end of the tenancy.

An invoice from a carpet cleaning company, the tenancy agreement and the condition inspection report, showing the tenant's disagreement with the amount charged for carpet cleaning, was provided into evidence.

**The tenant's testimony:**

The tenant had the carpet professionally cleaned 2-3 times at the end of the tenancy by using professional equipment he rented.

The hot water tank in the rental unit burst within a few weeks of the end of the tenancy; despite notifying the landlord, no one attended to remove the water from the carpet.

The tenant should not be responsible for water damage to the carpet and that the charge for carpet cleaning was excessive.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

Section 38(1) of the *Act* requires a landlord to either return a tenant's security deposit or to file an application for Dispute Resolution to retain the security deposit within 15 days of receiving the tenant's forwarding address in writing. In this case the landlord filed an application within 15 days of receiving the tenant's forwarding address after the end of the tenancy claiming against the security deposit.

The tenancy agreement provides that the tenant will pay for professional cleaning at the end of the tenancy. I find the tenant met this obligation when he rented professional carpet cleaning equipment and cleaned the carpet, on multiple occasions. This testimony was undisputed.

I also accept the undisputed testimony of the tenant that the carpet sustained water damage near the end of the tenancy, due to the landlord's lack of actions to remove the water. I do not find that the tenant is responsible for that water damage.

### Conclusion

I find the tenant met his responsibility under the tenancy agreement to pay for professional cleaning and I therefore dismiss the landlord's application, without leave to reapply.

As I have dismissed the landlord's application, I do not award them recovery of the filing fee.

As I have dismissed the landlord's application, I direct the landlord return to the tenant the full amount of his security deposit and interest in the amount of \$609.60. I grant the tenant a monetary order pursuant to section 67 of the Act for the amount of \$609.60.

The monetary order for \$609.60 is enclosed with the tenant's Decision. This order is a legally binding, final order, and it may be filed in the Provincial Court of British Columbia (Small Claims) should the landlord fail to comply with this monetary order.

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: June 25, 2012.

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Residential Tenancy Branch