



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 dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to retain all or part of the security deposit, and to recover the filing fee.

The agents for the landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agents were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The agents for the landlord provided affirmed testimony that the Notice was served on the tenant by registered mail on May 15, 2012. The agents provided a registered mail tracking number as evidence and confirmed that the name and address matched the name of the tenant and the address matched the forwarding address provided by the tenant. Documents sent by registered mail are deemed served five days after mailing under the *Act*. The agents stated that the tenant picked up the registered mail according to the online tracking information provided. I find the tenant was served in accordance with the *Act*.

Preliminary Matter

The agents for the landlord stated that the carpet cleaning costs were less than originally claimed in the application filed on May 14, 2012. As a result, the agents requested to withdraw \$80.00 for the enzyme treatment being claimed as that treatment was not ultimately necessary. As a result, the monetary claimed was reduced from \$391.54 to \$311.54.

Issues to be Decided

- Should the landlord be granted a monetary order for damage to the unit, site or property or for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?
- Should the landlord be permitted to retain all or part of the security deposit?
- Should the landlord recover the filing fee?

Background and Evidence

A copy of the tenancy agreement was submitted as evidence. According to the tenancy agreement, rent was due on the first day of each month in the amount of \$764.00. The agents for the landlord affirmed that the tenancy began on January 1, 2006 and ended on April 30, 2012, when the tenant vacated the rental unit. The original tenant paid \$330.00 as a security deposit on December 13, 2005. The agents provided proof of the transfer of the security deposit from the original tenant to the current tenant as evidence, dated August 29, 2011.

The agents for the landlord stated that the tenant provided written notice on March 31, 2012 that he would be vacating the rental unit on April 30, 2012, which he did. The agents for the landlord testified that the tenant provided his forwarding address on April 30, 2012 on a piece of paper inside the rental unit with the keys to the rental unit.

The landlord provided a move-out inspection report and Notice of Final Opportunity to Schedule a Condition Inspection form as evidence. Both documents were dated April 30, 2012. The agents for the landlord stated that the final notice of the move-out condition inspection was posted to the tenant's door at 1:00 p.m. on April 30, 2012 and was scheduled for 4:00 p.m. on April 30, 2012.

The agents for the landlord testified that the tenant did not attend for the move-out condition inspection at 4:00 p.m. on April 30, 2012 so they completed the inspection without the tenant being present. The move-out condition inspection document indicates that the carpet and drapes required cleaning and this was confirmed by the agents for the landlord.

The landlord provided receipts as evidence for carpet cleaning (\$89.54), suite cleaning (\$186.00), and drape cleaning (\$36.00) for a total of \$311.54. The landlord has also requested to recover the cost of the filing fee in the amount of \$50.00.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

Claim for cleaning costs – The agents for the landlord testified that the tenant did not attend for the move-out inspection after being provided a final opportunity to attend on April 30, 2012 at 4:00 p.m. The agents stated that the rental unit required cleaning. Based on the undisputed testimony of the agents for the landlord, I award the landlord a monetary claim of **\$311.54** pursuant to section 67 of the *Act*, for cleaning costs.

Security deposit – The original tenant released the security deposit in full to the tenant. The original tenant paid a security deposit of \$330.00 on December 13, 2005. The interest accrued since that date is \$11.67 for a total security deposit with interest of \$341.67.

As the landlord was successful in their application, I grant the recovery of the filing fee in the amount of **\$50.00**.

Monetary Order – I find that the landlord is entitled to a monetary order and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenant's security deposit as follows:

Carpet cleaning	\$89.54
Suite cleaning	\$186.00
Drape cleaning	\$36.00
Filing fee	\$50.00
Subtotal	\$361.54
Less security deposit and interest	(\$341.67)
TOTAL	\$19.87

Conclusion

I find that the landlord has established a total monetary claim of **\$361.54** as indicated above. I order that the landlord retain the security deposit of \$341.67 in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$19.87**. 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, unless 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: July 12, 2012

Residential Tenancy Branch