



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain 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 keep all of the security deposit, and to recover the cost of the filing fee from the Tenants for this application.

Service of the hearing documents, by the Landlord to each Tenant, was done in accordance with section 89 of the Act, sent via registered mail on May 14, 2012. Mail receipt numbers were provided in the Landlord's verbal testimony.

Based on the submissions of the Landlord I find that each Tenant was sufficiently served notice of this proceeding, in accordance with the Act. Therefore, I proceeded with the hearing in the absence of the Tenants.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Is the Landlord entitled to a Monetary Order?

Background and Evidence

The Landlord submitted evidence in support of their claim which included a copy of the tenancy agreement, the move in and move out condition inspection report forms, receipts for work performed on the unit, and copies of letters issued by the Tenants.

The Landlord confirmed that on April 20, 2012 when he attended the unit to conduct the inspection he found a note indicating the Tenants would not be attending the inspection, that they were sorry for the mess and damage, and it included the Tenants' forwarding address.

The Landlord asserted that they paid a total of \$753.21 plus tax to replace all of the living room carpet, replace a portion of the dining room carpet, and to repair the remaining dining room carpet. The Landlord noted that the existing carpet was only about 2 years old so they are seeking a depreciated amount of **\$379.95** which includes \$300.00 for the living room carpet replacement plus \$79.95 for the patch or repair work.

Their claim also includes **\$145.54** to have the two bedrooms, hallway, and remaining pieces of the dining room carpet cleaned as the Tenants did not have the carpet cleaned at the end of their tenancy.

The Landlord submitted that they are seeking **\$37.50** for 1 ½ hours of general cleaning that was required for the fridge, bathroom, and replacing the plastic toilet handle.

Analysis

Upon consideration of the evidence before me, in the absence of any evidence from the Tenants who did not appear, despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlord and corroborated by their documentary evidence.

Section 32 (3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Based on the aforementioned I find the Tenants have breached sections 32(3) and 37(2) of the Act, leaving the rental unit unclean and with some damage at the end of the tenancy.

As per the foregoing I find the Landlord has met the burden of proof and I award them damages in the amount of **\$562.99** (\$379.95 + 145.54 + 37.50).

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

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

Damages & repairs	\$562.99
Filing Fee	<u>50.00</u>
SUBTOTAL	\$612.99
LESS: Security Deposit \$537.50 + Interest 0.00	<u>-537.50</u>
Offset amount due to the Landlord	<u>\$ 75.49</u>

Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$75.49**. This Order is legally binding and must be served upon the Tenants.

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: July 10, 2012.

Residential Tenancy Branch