



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit – Section 67;
2. A Monetary Order for compensation – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on May 1, 2009 and ended on April 30, 2012. At the onset of the tenancy, the Landlord collected \$375.00 as a security deposit and \$140.00 as a pet deposit. Both Parties attended a move-in inspection and after two offers for a move-out

inspection, the Tenant failed to attend the move-out inspection. The Landlord completed the report and sent the tenant a copy.

The Landlord states that the Tenant left the unit unclean and claims \$20.00 for drape cleaning and \$72.00 for general unit cleaning. The Landlord provided an invoice for the drape clearing and an invoice for \$60.00 for the unit cleaning. The Landlord states that the Tenant left the rug so dirty and stained that it required replacement. The Landlord states that the carpet was approximately 5 years old and the total cost of the carpet replacement was \$788.48. The Landlord claims \$500.00 from that amount. The Landlord states that the Tenant failed to return the keys and remote and claims \$125.00 for their replacement. The Landlord provided an invoice for a few items in relation to the keys and was not able to indicate which costs other than the key cutting costs were being claimed against the Tenant.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Landlord, I find that the Tenant left the unit unclean and with damages. Based on the invoices provided by the Landlord and the undisputed evidence of the Landlord, I find that the Landlord has substantiated the following claims and costs totalling **\$630.00**:

- \$20.00 for the drape cleaning;
- \$500.00 for carpet replacement;
- \$60.00 for the unit cleaning;
- \$10.00 for key cutting; and
- \$40.00 for the remote replacement.

The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$680.00**. Setting the \$375.00 security deposit and \$140.00 pet deposit plus zero interest off the entitlement leaves **\$165.00** owing by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$515.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$165.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 16, 2012.

Residential Tenancy Branch