



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with a landlord's request to retain all or part of the security deposit and/or pet deposit for carpet cleaning and flea inspection costs. The tenants did not appear at the hearing. The landlord provided registered mail receipts, including tracking numbers, as proof of service of the hearing documents. The registered mail was sent to the tenants on September 19, 2012 at the forwarding address provided by the tenants at the move-out inspection. I was satisfied the tenants were sufficiently served with the landlord's Application for Dispute Resolution and notice of this proceeding. Therefore, continued to hear from the landlord without the tenants present.

I heard that the landlord's documentary evidence was sent to the tenants on November 29, 2012 via registered mail. I determined that mailing the evidence on November 29, 2012 exceeded the service deadline established under the Act and Rules of Procedure. The landlord verbally provided tracking numbers for the evidence packages sent to the tenants and a search of those tracking numbers revealed that the mail was still unclaimed by the tenants at the time of the hearing. The landlord also indicated that the amount originally claimed was based upon estimates and that the actual costs were much less. As the landlord was seeking a significantly reduced amount I permitted the landlord to amend his claim and allowed the landlord to provide verbal testimony in support of his reduced claims against the tenants.

### Issue(s) to be Decided

1. Is the landlord entitled to recover carpet cleaning and flea inspection costs from the tenants?
2. Is the landlord authorized to retain any part of the security deposit and/or pet deposit?

### Background and Evidence

The tenancy commenced July 1, 2010. The tenants paid a security deposit of \$400.00 and a pet damage deposit of \$200.00. The tenancy ended August 31, 2012 and a move-out inspection report was prepared with the tenants.

The tenants provided the landlord with a receipt for carpet cleaning and flea inspection. The landlord noted there was no HST number on the receipt even though HST was indicated on the receipt. The tenants also provided the landlord with a credit card slip in the same amount; however, the name of the merchant did not appear on the slip. The landlord suspected the credit card slip was from a grocery store. The landlord attempted to verify the legitimacy of the carpet cleaning receipt and could not locate a phone number or address for the company identified on the receipt.

The landlord proceeded to have the carpets cleaned by its own carpet cleaning contractor. The landlord's carpet cleaner indicated to the landlord that the carpets were dirty. The landlord also proceeded to have an inspection for fleas as this was a term of the tenancy agreement that applies when a tenant has a pet. The landlord's carpet cleaner charged \$75.00 plus HST and the flea inspection was done at a cost of \$75.00 plus HST.

The landlord seeks to recover the above costs (\$168.00 including HST) and the filing fee paid for this application.

### Analysis

A tenant is required to leave a rental unit undamaged and reasonably clean. Residential Tenancy Policy Guideline 1 provides that a tenant is generally held responsible for carpet cleaning where the tenancy exceeds one year, or where there is an uncaged pet in the unit. In this case, the tenancy exceeded one year and there was a pet in the unit. Therefore, I find the tenants responsible for carpet cleaning.

I am satisfied that the landlord had sufficiently notified the tenants that the veracity of their carpet cleaning receipt was called into question and the tenants did not appear at the hearing to refute the allegations or provide other supporting evidence. Therefore, I find the landlord's undisputed evidence has satisfied me that the landlord incurred a loss of \$75.00 plus HST to have the carpets cleaned.

I further accept the landlord's undisputed evidence that as a term of the tenancy the tenants were required to have a flea inspection since they had a pet. I accept the

tenants had a pet and that the agreed upon term does not otherwise violate the Act. Therefore, I grant the landlord's request to recover \$75.00 plus HST to have the unit inspected for fleas.

As the landlord was successful in this application I award the \$50.00 filing fee to the landlord.

In light of the above, the landlord is authorized to retain \$218.00 [(2 x (\$75.00 + HST) + \$50.00)] from the tenants' security deposit and/or pet deposit.

In keeping with Residential Tenancy Policy Guideline 17, I order the landlord to return the balance of the security deposit and pet deposit to the tenants without delay. The tenants are provided a Monetary Order for the balance of \$382.00 to ensure payment is made. The tenants may serve the Monetary Order upon the landlord and enforce as necessary if payment is not made within a reasonable time.

### Conclusion

The landlord has been authorized to retain \$218.00 from the tenants' security deposit and/or pet deposit. The landlord is ordered to return the balance of \$382.00 to the tenants without delay. The tenants are provided a Monetary Order for the balance of \$382.00 to serve and enforce if necessary.

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: December 05, 2012.

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Residential Tenancy Branch