



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and both tenants.

At the outset of the hearing the landlord clarified that while her original claim was for \$875.00 plus the filing fee she was reducing that claim to \$120.00 plus the filing fee. I amended the landlord's Application to reflect this change.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on June 13, 2012 for a 6 month fixed term tenancy beginning on July 1, 2013 for a monthly rent of \$1,150.00 due on the 1st of each month with a security deposit of \$575.00 and a pet damage deposit of \$300.00 paid. The parties agreed the tenancy ended on January 31, 2013.

The parties agree the landlord, at the end of the tenancy, withheld \$120.00 from the tenant's deposits for carpet cleaning, because the tenants had a cat. The tenants submit that despite repeated requests at the start of the tenancy for information on what the tenants would be responsible for in the tenancy the landlord never once identified a need for carpet cleaning at the end of the tenancy.

The landlord submits that when the tenants were making this inquiry she thought they meant on a monthly basis, such as rent or utilities etc. The parties agree there is no mention in the tenancy agreement about carpet cleaning.

The tenants submit that while they did sign a move in condition inspection report at the start of the tenancy the landlord did not provide them with a copy of the report at the time.

Analysis

Section 24 of the *Act* stipulates that the right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to the rental unit is extinguished if the landlord does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Section 18 of the Residential Tenancy Regulation stipulates that a move in condition inspection report must be provided to the tenant within 7 days after the condition inspection is completed.

Based on the undisputed testimony of the tenants I find the landlord failed to comply with the requirements under Section 18 of the Regulation and as such, the landlord has extinguished her right to claim against either deposit for damage or cleaning of the rental unit.

Conclusion

Based on the above, I dismiss the landlord's claim in its entirety and I grant a monetary order to the tenants in the amount of **\$120.00 for the return of the balance of their security and pet damage deposits.**

This order must be served on the landlord. If the landlord fails to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be 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: May 14, 2013

Residential Tenancy Branch

