



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. Both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence. The Tenants have not submitted any documentary evidence. I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

At the end of the hearing, the Tenant indicated that she was in the process of moving and has provided a new mailing address. The Landlord's Application shall be updated to reflect this change.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

Both parties have confirmed that the Tenants vacated the rental unit on February 17, 2013. Both parties have also confirmed that the Tenants failed to pay \$770.00 rent for February and that the Tenants failed to provide 1months clear notice to end the tenancy.

The Landlord seeks a monetary claim of \$1,769.00 which consists of \$770.00 in unpaid rent for February 2013, \$775.00 for the loss of rental income for March of 2013, \$40.00 for suite cleaning, \$50.00 for furniture removal and \$84.00 for carpet cleaning.

Both parties have referred to the completed condition inspection report for the move-out dated February 17, 2013. Both parties agree that section 2 of the report states that the Tenants agreed that a \$50.00 charge for furniture removal and a \$40.00 charge for suite cleaning would be deducted from the security deposit. The Tenants also agreed in their direct testimony that they failed to pay the \$770.00 February rent and did not provide any notice to end the tenancy.

The Landlords claim that the notation of "1bd carpet" refers to the Tenants agreement that a unknown charge would be made against the remaining security deposit for carpet cleaning charges. The Tenant has disputed this stating that there was no dirty carpets that required cleaning. When questioned, the Landlord's property manager, B.K. stated that there is no notation of any dirty carpets on the completed condition inspection report. The Landlord's Agent, X.R. states that the rental unit was provided in "new" condition and that the Landlord had an expectation that the carpets would be professionally cleaned at the end of the Tenancy. When questioned, the Landlord's Agent, X.R. states that there are no provisions for having the carpets professionally cleaned at the end of the tenancy.

Analysis

I find based upon the undisputed testimony that the Landlord has established a claim for all but one of their claims. The Tenant has confirmed in her direct testimony that February rent was not paid and that no notice to vacate was provided to the Landlord. The Landlord has provided numerous examples of attempts to mitigate any losses by advertising the rental unit as soon as possible but was unsuccessful. The Tenant has also confirmed in her testimony that they approved the \$50.00 furniture removal charge and the \$40.00 suite cleaning charge.

As for the Landlord's monetary claim for \$84.00 for carpet cleaning. This is in dispute by the Tenant. The Landlord's Agent states that the Tenants also confirmed this in Section 2 of the move-out report as, "1 bd carpet". I find this notation as ambiguous as opposed to the clear indication of a required professional carpet cleaning. The Landlord's Agent, B.K. stated in her direct testimony that there were no notations of any dirty carpet on the report. The Landlord's Agent, X.R. states that this is a requirement of the Tenancy, but has stated that there are no provisions of the Tenancy Agreement which state that a professional carpet cleaning was agreed upon. I find that as there is

no indication of a dirty carpet or an entitlement of the Landlord requiring the professional carpet cleaning by the Tenant that this portion of the Landlord's claim is dismissed.

The Landlord has established a monetary claim of \$1,635.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$387.50 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$1,297.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,297.50.
The Landlord may retain the \$387.50 security deposit.

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 22, 2013

Residential Tenancy Branch

