



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Argus Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Two agents for the landlord participated in the teleconference hearing but the tenant did not. The landlord stated that on February 26, 2013 they served the tenants with the application for dispute resolution and notice of hearing by registered mail. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I find that the tenants are deemed served with notice of the hearing on March 3, 2013.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on August 4, 2012. The landlord and the tenants carried out a joint move-in inspection and completed a condition inspection report. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$337.50. The tenancy ended in January 2013.

On January 21, 2013 the landlord and the male tenant attended at the rental unit to carry out the move-out inspection. The landlord's evidence was that at that time, the landlord's agent smelled a strong odour of cat urine in the unit. The landlord also noted that the blinds were not cleaned. The male tenant signed the move-out condition inspection report agreeing that the tenants would be responsible for the cost to clean the blinds and partial cost to replace the carpets, and the landlord could retain the security deposit to cover these costs.

The landlord has claimed the following amounts:

- 1) \$142.80 for blinds cleaning;
- 2) \$1098.38 for partial costs for carpet replacement, after taking into account 40 percent depreciation as the carpets were approximately four years old; and
- 3) \$200 for odour elimination sealer used to eliminate the cat urine odour.

The landlord submitted a copy of the signed move-out inspection and invoices to support their claim.

### Analysis

Upon consideration of the evidence, I find that the landlord is entitled to their claim in its entirety. The tenant agreed in writing that they were responsible for the damages, and the landlord provided invoices to establish their claim.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$1491.18. I order that the landlord retain the security deposit of \$337.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1153.68. 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: May 28, 2013

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Residential Tenancy Branch

