



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VAN ISLE MARINA CO. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution made by the landlord for a monetary order permitting the landlord to keep all or part of a security deposit.

The landlord filed this application on March 7, 2013 and served the tenant by registered mail on March 8, 2013 with a copy of the application and Notice of Hearing. The Canada Post tracking number was provided by the landlord in documentary evidence and based on this I find that the tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per the *Residential Tenancy Act*.

The landlord attended the hearing to give affirmed testimony and provided evidence in advance of the hearing. The landlord was also permitted, under Section 11.5 of the Rules of Procedure, to provide additional evidence after the hearing had concluded. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Act*. All of the testimony and documentary evidence submitted was carefully considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled to keep the security deposit in full satisfaction of this claim?

Background and Evidence

The landlord testified that the tenancy started on June 4, 2012 on a month-to-month basis. The landlord became aware on January 24, 2013 that the tenant had left the rental unit which was confirmed by the tenant in an e-mail on January 28, 2013. Rent in the amount of \$650.00 was payable on the 1st day of each month and the landlord

collected a security deposit from the tenant in the amount of \$325.00 on June 5, 2012. A written tenancy agreement was completed and provided as evidence for this hearing. The landlord testified that a move-in condition inspection report was completed and signed by the tenant on June 5, 2012. A move out condition inspection report was scheduled with the tenant on a Final Notice of Condition Inspection Opportunity for January 24, 2013. However, the tenant failed to attend and the condition inspection report was completed in the absence of the tenant.

The landlord was provided with a forwarding address by the tenant via e-mail which was received by the landlord on March 4, 2013.

The landlord further testified that during the move-out condition inspection on January 24, 2013, it was determined that the unit had not been left clean: the tenant had not cleaned the appliances including the stove and fridge, in which food items had been left to rot; the bathrooms had been left with extensive soap stains and mold around the bath area and the toilets had brown stains in them; the countertops had not been wiped down; garbage had not been removed and there were several bulbs missing within the rental unit. The landlord also testified that the suite was a non-smoking unit but the tenant had been smoking as there was evidence of cigarette smoke and discarded cigarette ends and the smoke detector had been taken down and deactivated. The landlord submitted the move-in and move-out condition inspection report which shows that at the end of the tenancy the kitchen, bedroom and bathroom areas needed cleaning.

The landlord testified that she had used a cleaning company which she owns to clean the rental unit after the tenant had vacated which cost \$213.00. This amount included the cleaning supplies and light bulbs used to perform this job as well as the re-installation of the smoke detector.

The landlord also testified that the carpets had to be cleaned as they had been professionally cleaned at the start of the tenancy. The cost of carpet cleaning that the landlord seeks to claim is \$112.00 as evidenced by the receipt provided.

As a result, the landlord seeks to recover a total cost of \$325.00 by using the security deposit as full payment for this amount.

The tenant failed to attend the hearing or provide any written submissions prior to this hearing taking place and therefore did not dispute the evidence provided.

Analysis

Under Section 21 of the *Residential Tenancy Regulation*, a condition inspection report can be considered as evidence for the purpose of this proceeding. The move-in condition inspection report was signed and acknowledged by the tenant and, the tenant failed to attend the move-out inspection after being given a final opportunity on the approved form under the *Residential Tenancy Act*. I find that the condition inspection reports, provided as evidence, are consistent with the landlord's testimony that the tenant had left the unit in a state that required it to be cleaned.

As a result, in the absence of any testimony from the tenant, I find that the tenant had left the rental unit unreasonably clean and that the landlord has proved the claim relating to the cleaning costs for an amount of \$213.00.

Policy Guideline 1 details the responsibilities of tenants and landlords and specifically refers to carpets, stating:

*"The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged **or if he or she smoked in the premises**".*

Based on this Policy Guideline and the landlord's testimony that the tenant had been smoking inside the unit and the smoke detector had to be re-installed, I find I am satisfied that the landlord has proved this portion of the claim for carpet cleaning amounting to \$112.00.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the security deposit of \$325.00 in full satisfaction of the claim.

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: June 04, 2013

Residential Tenancy Branch