



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 MNSD FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for authorization to keep all or part of the security deposit and to recover the filing fee.

The agent for the landlord (the "agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agent presented the landlord's evidence. A summary of the agent's testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The agent testified that the Notice was served on the tenant by registered mail on March 16, 2013. The agent provided a registered mail receipt with tracking number as evidence and confirmed that the name and address matched the name of the tenant and the forwarding address provided by the tenant in an e-mail from the tenant dated February 28, 2013, which was submitted in evidence. Documents sent by registered mail are deemed served five days after mailing under the *Act*. The agent stated that the registered mail was returned as the tenant did not pick up the registered mail package. I find the tenant was duly served on the fifth day after mailing, in accordance with the *Act*.

Issue to be Decided

- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

A fixed term tenancy began on February 1, 2011 and reverted to a month to month tenancy after January 31, 2012. Monthly rent in the amount of \$800.00 was due on the first day of each month. A security deposit of \$400.00 was paid by the tenant at the start of the tenancy.

The landlord's documentary evidence supports that the tenant provided written notice on October 1, 2012 that he would be vacating the rental unit on October 31, 2012. The agent stated that the tenant vacated the rental unit on October 31, 2012 but failed to provide a forwarding address until February 28, 2013 when the landlord received an e-mail from the tenant with his forwarding address.

The landlord submitted in evidence a copy of the move-in condition inspection report dated February 1, 2011 and the Notice of Final Opportunity to Schedule a Condition Inspection for the move-out condition inspection scheduled for October 31, 2012 at 9:00 a.m. which the tenant failed to attend. The agent stated that on October 31, 2012 the landlord completed the move-out condition inspection without the tenant as the tenant failed to attend after being given the Notice of Final Opportunity to Schedule a Condition Inspection.

The landlord filed their application claiming towards the tenant's security deposit on March 14, 2013 and later that day, returned \$175.00 of the tenant's \$400.00 security deposit by cheque and retained \$225.00 comprised of \$100.00 for cleaning costs, \$75.00 for carpet cleaning costs, and the \$50.00 filing fee. The landlord has applied for authorization to retain \$225.00 from tenant's security deposit. The agent stated that the tenant cashed the \$175.00 cheque mailed on March 14, 2013 on May 6, 2013.

The landlord submitted several documents in evidence. The first document was an invoice was for carpet cleaning in the amount of \$84.00 from a carpet cleaning company. The agent stated that although the invoice was for \$84.00 they are only claiming for the amount of \$75.00 which was the amount before taxes, as the landlord made an error in adding up their monetary claim including taxes.

The second document was a letter regarding the tenant's security deposit which was addressed to the tenant and was from the landlord indicating the deductions from the tenant's security deposit including suite cleaning at \$100.00. The agent stated that the tenant failed to clean the rental unit before vacating and that it took five hours at \$20.00 per hour to clean the tenant's suite. The agent confirmed that the landlord was not charging the tenant for painting costs. The landlord submitted 16 photos in evidence

which the agent stated show a dirty stove, dirty toilet, and dirty carpets at the end of the tenancy. The move-in condition inspection report supports that the rental unit was clean at the start of the tenancy and the agent testified that the rental unit was in a clean condition at the start of the tenancy.

Analysis

Based on the documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

Landlord's claim for suite and carpet cleaning – The agent testified that the tenant failed to clean the carpets or the rental unit at the end of the tenancy. Documentary evidence submitted by the landlord, including condition inspection reports, photos and a carpet cleaning invoice, support that the landlord suffered a loss by having to pay \$75.00 to have the carpets cleaned, and \$100.00 for suite cleaning. The landlord is not claiming for painting costs.

The tenancy began on February 1, 2011 and ended on October 31, 2012. Section 37 of the *Act* requires that the tenant leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. **I find** that the tenant breached section 37 of the *Act* by failing to leave the rental unit in a reasonably clean condition before vacating the rental unit. Furthermore, Policy Guideline #1 states that a tenant is responsible for periodic carpet cleaning and will be generally held responsible for steam cleaning or shampooing of the carpets after a tenancy of one year. This tenancy was over one year in length. The photos submitted in evidence by the landlord clearly shows dirty carpets, a dirty stove, and a dirty toilet. Based on the above, **I find** the landlord has met the burden of proof by providing sufficient evidence to support their monetary claim of \$100.00 for suite cleaning calculated at five hours at \$20.00 per hour, plus \$75.00 for carpet cleaning.

As the landlord's application had merit, **I grant** the landlord the recovery of the filing fee in the amount of **\$50.00**.

I find that the landlord has established a total monetary claim in the amount of **\$225.00** comprised of \$75.00 for carpet cleaning, \$100.00 for suite cleaning, and \$50.00 for recovery of the filing fee. **I authorize** the landlord to retain \$225.00 from the tenant's \$400.00 security deposit in full satisfaction of the landlord's monetary claim. Based on the undisputed testimony of the landlord, the landlord has already returned the balance of the tenant's security deposit by cheque in the amount of \$175.00 on March 14, 2013. The tenant cashed that cheque on May 6, 2013.

Conclusion

I authorize the landlord to retain \$225.00 from the tenant's \$400.00 security deposit in full satisfaction of the landlord's monetary claim. Based on the undisputed testimony of the landlord, the landlord has already returned the balance of the tenant's security deposit by cheque in the amount of \$175.00, which the tenant cashed on May 6, 2013.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 17, 2013

Residential Tenancy Branch