



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord under the *Residential Tenancy Act* (the “*Act*”) for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit, and to recover the filing fee.

Tenant RMG and the landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties were given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the matters before me.

The parties confirmed that they received evidence from the other party prior to the hearing and that they had the opportunity to review that evidence prior to the hearing. The only exception to the above, were photos of the carpets in the rental unit, which the landlord did not include in the tenant's evidence package due to issues regarding the printing of her photographic evidence. As a result, the carpet photos were excluded as the landlord failed to serve identical photos to both the respondent tenant and the Residential Tenancy Branch.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenants' security deposit under the *Act*?

Background and Evidence

A month to month tenancy began on May 1, 2013. The parties agreed that the tenants vacated the rental unit on August 31, 2013. Monthly rent in the amount of \$810.00 was

due on the first day of each month. The tenants paid a security deposit of \$405.00 at the start of the tenancy.

The tenants provided their written forwarding address to the landlord on September 7, 2013 and the parties agreed that the landlord return \$307.80 of the \$405.00 security deposit, and held \$97.20, comprised of \$50.00 for cleaning and \$47.20 for carpet cleaning. The landlord applied to retain the remaining \$97.20 held by the landlord on September 12, 2013.

The landlord is seeking \$50.00 for cleaning costs comprised of two hours of cleaning at \$25.00 per hour, and \$47.20 for carpet cleaning. As described above, the landlord's photos of the carpets were excluded from the hearing, as the landlord failed to serve the identical photos on the tenants and the Residential Tenancy Branch due to photo printing issues. The tenant did not agree that the carpets were dirty at the end of the tenancy. The landlord failed to complete an outgoing condition inspection report.

Settlement Agreement

During the hearing, the parties mutually agreed that the tenants would surrender \$50.00 of their security deposit for cleaning costs, as the photos supported that the rental unit was not left in a reasonably clean condition as required by section 37 of the *Act*.

Analysis

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

Landlord claim for carpet cleaning – The tenant denied that the carpets were dirty when the tenants vacated the rental unit. The landlord did not provide carpet photos in accordance with the Rules of Procedure, and also breached section 35 of the *Act* by failing to complete an outgoing condition inspection report. As a result, **I find** the landlord has failed to meet the burden of proof to support that the carpets were left dirty by the tenants at the end of the four month tenancy. As a result, **I dismiss** the landlord's claim for carpet cleaning due to insufficient evidence, without leave to reapply.

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

Monetary order – Based on the above, **I find** the landlord has established a total monetary claim of **\$100.00** comprised of \$50.00 for cleaning costs agreed to by mutual

agreement, plus the \$50.00 filing fee. As the landlord continues to hold \$97.20 in the tenants' security deposit, and applied within 15 days to retain \$97.20 of the tenant's security deposit in accordance with section 38 of the *Act*, **I ORDER** the landlord to retain the remaining \$97.20 balance of the tenants' security deposit.

I grant the landlord a monetary order pursuant to section 67 of the *Act* for the balance owing by the tenants to the landlord in the amount of **\$2.80**. Should the landlord wish to enforce this order, it must be served on the tenants and enforced as an order of the Provincial Court of British Columbia (Small Claims).

Conclusion

The landlord has established a total monetary claim of \$100.00 comprised of \$50.00 for cleaning costs agreed to by mutual agreement, plus the \$50.00 filing fee. The landlord has been ordered to retain the remaining \$97.20 balance of the tenants' security deposit and the landlord has been granted a monetary order pursuant to section 67 of the *Act* for the balance owing by the tenants to the landlord in the amount of \$2.80. Should the landlord wish to enforce this order, it must be served on the tenants and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: December 19, 2013

Residential Tenancy Branch

