



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The female Landlord stated she personally served the female Tenant with the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence at her place of employment on September 08, 2013. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the female Tenant did not appear at the hearing.

The female Landlord stated she personally served the male Tenant with the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence at his place of employment on September 07, 2013. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the male Tenant did not appear at the hearing.

On September 09, 2013 the Landlord submitted additional documents to the Residential Tenancy Branch. The female Landlord stated she personally served each Tenant with the additional documents at their place of employment on September 09, 2013. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to retain \$145.00 from the security deposit in compensation for cleaning the carpet?

Background and Evidence

The male Landlord stated that this tenancy began on May 01, 2013; that the Tenant paid a security deposit of \$345.00; that the tenancy ended on August 31, 2013; that the Tenant did not authorize the Landlord to retain any portion of the security deposit; that the Landlord returned \$200.00 of the security deposit on September 01, 2013; and that the Tenant provided a forwarding address, in writing, on September 03, 2013.

The male Landlord stated that the rental unit was not left in clean condition at the end of the tenancy and the Landlord is seeking to retain \$145.00 from the security deposit for cleaning. The male Landlord stated that the carpet had some stains at the start of the tenancy; that the carpets were stained and dirty at the end of the tenancy; that the Landlord had the carpets professionally cleaned at the end of the tenancy; and that the cleaning removed most of the dirt from the carpet, with the exception of the stains that were present at the start of the tenancy.

The Landlord submitted photographs of the carpet that were taken at the end of the tenancy, which show the carpet was in need of cleaning.

The Landlord submitted a receipt that shows the Landlord was charged \$157.50 to clean the carpet.

Analysis

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Residential Tenancy Act (Act)* when the Tenant failed to leave the carpet in reasonably clean condition. I therefore find that the Landlord is entitled to compensation for damages that flow from the Tenant's failure to comply with the *Act*.

Although the evidence shows that the Landlord was charged \$157.50 for cleaning the carpet, the Landlord is only seeking to retain \$145.00 from the security deposit in compensation for cleaning. I find that the Landlord has established that the Landlord is entitled to at least \$145.00 in compensation and I therefore authorize the Landlord to retain this amount from the Tenant's security deposit.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$50.00, in compensation for the fee paid to file this Application for Dispute Resolution, and I grant the Landlord a monetary Order for this amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: December 11, 2013

Residential Tenancy Branch

