



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Remax First Realty Prop. Mgmt.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR 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.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord stated that they personally served the tenant with the application for dispute resolution and notice of hearing on November 17, 2013. I accepted the landlord's evidence regarding service, and I proceeded with the hearing in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on May 1, 2013. Rent in the amount of \$1200 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$600. The tenancy ended on October 31, 2013. On that date, the landlord and the tenant carried out a move-out inspection and the tenant gave the landlord written authorization to retain \$120 of the security deposit for carpet cleaning. The landlord returned the security deposit to the tenant on November 1, 2013. The landlord stated that the actual cost for cleaning the carpets was \$157.50. The landlord claimed that amount, as well as \$284.50 for an unpaid water bill.

In support of their claim the landlord submitted evidence including the following:

- a copy of the move-out inspection report, on which the tenant gave written authorization for the landlord to retain \$120 of the security deposit for carpet cleaning;
- a copy of the carpet cleaning bill for \$157.50;
- a copy of a residential tenancy agreement, indicating that water was not included in the rent; and
- a copy of a water bill and the landlord's calculation of the amount owed by the tenant totaling \$284.50.

### Analysis

I find that the landlord has established their claim for \$442. The evidence noted above shows that the tenant was responsible for the water bill, and the tenant acknowledged in writing that the carpets would require cleaning at the end of the tenancy.

As their application was successful, the landlord is also entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

I grant the landlord an order under section 67 for the balance due of \$492. 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: March 14, 2014

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Residential Tenancy Branch

