



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for: damage to the unit, site or property; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; to keep the Tenants’ security deposit; and to recover the filing fee for the cost of making the Application.

An agent for the Landlord and both Tenants appeared for the hearing and no issues in relation to the service of hearing documents under the Act and the evidence served to each under the Rules of Procedure were identified.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

- Is the Landlord entitled to keep part of the Tenant’s security deposit for damages to the rental suite?

Background and Evidence

Both parties agreed that this tenancy started on April 24, 2010. The Tenancy was for a fixed term of one year after which it continued on a month to month basis. The Tenants paid the Landlord \$342.50 as a security deposit on March 27, 2010 and rent was established under the written tenancy agreement as \$685.00 payable by the Tenants on the first day of each month.

The Landlord completed a move in condition inspection report on April 23, 2010. The Tenants left the tenancy on November 30, 2014 at which point the Landlord completed the Move out inspection report which was provided as evidence for this hearing. The parties agreed that the Landlord was provided the Tenant's forwarding address in writing on November 30, 2013 after which the Landlord made this Application to keep the Tenant's security deposit on December 12, 2013.

The Landlord's agent testified that the Tenants had left the carpet dirty at the end of the tenancy without cleaning it and as a result he had to hire a professional carpet cleaning company to clean the carpet. In support of this claim, the Landlord provided the condition inspection report which indicates the carpets were clean at the start of the tenancy and poor at the end. The Landlord also provided photographs which indicate staining and dirt on the carpets and an invoice showing the cost of the cleaning in the amount of \$210.00, which the Landlord claims from the Tenants.

The Landlord's agent also provided written documentation which had been signed by the Tenants regarding paint damage to which they had consented to the Landlord deducting \$50.00 from their security deposit.

The Tenants testified that they had not cleaned the carpets because the female Tenant was in surgery and the male Tenant was busy at work. However, the Tenant testified that the damage to the carpet was reasonable wear and tear. The Tenants testified that they had given written permission for the Landlord to deduct their security deposit for the painting costs.

Analysis

Having examined the evidence in this case, I find that the Landlord made the Application within the time limits stipulated by the Act to keep the Tenant's security deposit and that the Landlord also met the reporting requirements with regards to the condition inspection report.

Section 37(2) of the Act requires a Tenant to leave a rental suite at the end of the tenancy reasonably clean and undamaged except for reasonable wear and tear. In addition, Policy Guideline 1 to the Act states that generally, at the end of the tenancy the Tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. In this case, the tenancy last more than one year and therefore the Tenants were liable to have the carpets cleaned and provided insufficient evidence to show this was done.

Part 3 of The Residential Tenancy Regulation allows the condition inspection report to be used as evidence in dispute resolution proceedings regarding the condition of the rental suite.

I accept the affirmed testimony of the Landlord's agent, the photographic evidence and the condition inspection report and I find that the Tenants failed to clean the carpets and left them in a condition that exceeded reasonable wear and tear. As a result, the Landlord is entitled to the **\$210.00** claimed for the carpet cleaning costs.

I also find that the Tenants gave permission for the Landlord to deduct **\$50.00** for painting repairs, pursuant to Section 38(4) (a) of the Act.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenants the \$50.00 filing fee for the cost of filing this Application pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenants to the Landlord is \$310.00.

As the Landlord already holds \$342.50 in the Tenants' deposits, I order the Landlord to retain this amount in full satisfaction of the claim awarded.

Conclusion

For the reasons set out above, I order the Landlord to retain \$310.00 of the Tenants' security deposit in full satisfaction of the Landlord's Application, pursuant to Section 38(4) (b) of the Act.

As a result, the Landlord is ordered to return to the Tenants the balance of the Tenants' security deposit after making the above deduction, in the amount of \$32.50.

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: April 02, 2014

Residential Tenancy Branch

