



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on March 14, 2014, by the Landlord to obtain a Monetary Order to keep part of the security deposit and to recover the cost of the filing fee from the Tenant for this application.

Both the Landlord and the Tenant signed into this teleconference proceeding. However, the Tenant disconnected from the proceeding prior to the completion of the recorded message and did not attempt to sign back into the hearing.

The Landlord testified that the Tenant was served with copies of the Landlord's application for dispute resolution and Notice of dispute resolution hearing, on May 21, 2014, by registered mail. Canada Post receipts were provided in the Landlord's evidence. Based on the submissions of the Landlord, and the brief attendance by the Tenant, I find the Tenant was sufficiently served notice of this proceeding and I proceeded in the Tenant's absence.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order?

Background and Evidence

The Landlord submitted that the Tenant entered into a written tenancy agreement for a month to month tenancy that commenced on January 1, 2010 and ended February 28, 2014. The Tenant was required to pay rent of \$535.00 and on or before January 1, 2010 the Tenant paid \$267.50 as the security deposit. The parties conducted a walk through inspection and completed condition inspection report form at move in on January 1, 2010. Both parties attended the walk through inspection at move out on February 25, 2014; however, the Tenant refused to sign the move out condition report form.

The Landlord stated that the Tenant did not complete the required cleaning and did not clean the carpets at the end of the tenancy. The Landlord is seeking compensation of \$124.25 which includes \$35.00 for cleaning plus \$89.25 for carpet cleaning. In addition

to the previous amounts listed on the application the Landlord is also seeking to recover \$10.08 in registered mail fees.

Analysis

Upon consideration of the evidence before me, in the absence of any evidence from the Tenant who did not appear, despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Landlord and corroborated by their documentary evidence.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Based on the aforementioned I find the Tenant has breached 37(2) of the Act, leaving the rental unit and the carpets in need of cleaning at the end of the tenancy.

As per the foregoing I find the Landlord has met the burden of proof and I award them damages in the amount of **\$124.25** (\$35.00 + 89.25).

In regards to registered mail fees for bringing this application forward, I find that the Landlord has chosen to incur these costs that cannot be assumed by the Tenant. Section 89 of the Act provides for various methods of service; therefore, I find costs incurred due to a service method choice are not a breach of the Act. Accordingly, I dismiss the Landlord's request for registered mail fees, without leave to reapply.

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

Monetary Order – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenants' security deposit plus interest as follows:

Unit and carpet cleaning	\$124.25
Filing Fee	<u>50.00</u>
SUBTOTAL	\$174.25
LESS: Security Deposit \$267.50 + Interest 0.00	<u>-267.50</u>
Offset amount due to the Tenant	<u>\$(93.25)</u>

The Landlord is hereby Ordered to return the \$93.25 balance of the security deposit to the Tenant forthwith.

Conclusion

The Landlord has been awarded \$174.25 compensation to be withheld from the Tenant's security deposit.

The Landlord is hereby ordered to return the \$93.25 balance of the security deposit to the Tenant forthwith. The Tenant has been issued a Monetary Order which may be served upon the Landlord if the Landlord does not comply with my Order to return the balance of \$93.25.

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: July 08, 2014

Residential Tenancy Branch

