



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Both the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on December 1, 2010. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$560. The tenancy ended on March 31, 2014. The landlord and the tenant participated in a move-out inspection on that date, but the tenant did not agree with the landlord's assessment of the condition of the unit. The tenant provided his forwarding address in writing on that date. On April 14, 2014 the landlord applied to keep the security deposit. On April 16, 2014 the tenant applied for double recovery of the security deposit.

### *Landlord's Evidence*

The landlord has claimed \$99.75 for carpet cleaning and \$108 for cleaning and materials. The landlord stated that the unit was not clean and there were stains on the carpet. In support of their claim, the landlord submitted photographs of dirty areas of the rental unit and carpet and invoices for cleaning and carpet cleaning.

### *Tenant's Evidence*

The tenant stated that his unit was overrun by mice twice in three years. He stated that some of the carpet stains were a result of mouse urine. The tenant submitted that the paint was coming off the windowsills, and that was just normal wear and tear. The tenant also stated that he cleaned the unit for over four hours before vacating, including cleaning the toilet. The tenant pointed out that the landlord's photographs are not dated.

### Analysis

#### *Landlord's application*

I find that the landlord has established their claim for cleaning and carpet cleaning. The landlord's evidence shows that the rental unit was not entirely cleaned and the carpets were not clean. I accept the landlord's evidence that their photographs show the condition of the unit at the time the tenant vacated, as the carpets and other areas were clearly not cleaned at the time the photographs were taken and the landlord's invoices show that the cleaning was done on April 9, 2014 and the carpet cleaning was done on April 17, 2014.

I find that the tenant's testimony regarding the mouse infestations and the condition of the windowsills is not therefore relevant. Even if some of the carpet stains were caused by mice, those stains would likely have been small and would have been removed by professional cleaning. The landlord was not charging the tenant for repainting the windowsills. The tenant may have done some cleaning before he vacated, but the unit clearly required more cleaning.

#### *Tenant's Application*

The landlord made their application within the required time frame of 15 days after the tenancy ended and the tenant provided his forwarding address in writing. Therefore, the tenant is not entitled to double recovery of his security deposit.

*Filing Fees*

As the landlord's application was successful, they are entitled to recovery of the \$50 filing fee for the cost of their application.

As the tenant's application was not successful, he is not entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

The landlord is entitled to \$257.75. I order the landlord to retain this amount from the security deposit in full compensation of their claim, and I grant the tenant an order under section 67 for the balance of the security deposit, in the amount of \$302.25. 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: August 20, 2014

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Residential Tenancy Branch

