



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HYDE PARK APARTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution (the "Application") for a Monetary Order for damage to the rental unit; to keep the Tenants' security deposit, for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), and to recover the filing fee from the Tenants.

An agent for the Landlord (the "Landlord") appeared for the hearing and provided affirmed testimony and documentary evidence prior to the hearing.

The Landlord made his Application on June 11, 2014 and served the Tenants with a copy of the Application and the Notice of Hearing documents by registered mail on the same day. The Landlord provided a copy of the Canada Post tracking number as evidence for this method of service. Section 90(a) of the Act states that a document served by mail is deemed to have been received five days after it is mailed. A party cannot avoid service by neglecting or failing to pick up mail or use this as reasons alone to apply for a review of this decision.

Based on this, and in the absence of any evidence from the Tenants to contradict this, I find that the Tenants were deemed served on June 16, 2014 in accordance with the Act.

There was no appearance for the Tenants or any submission of documentary evidence prior to the hearing, despite being served notice of the hearing in accordance with the Act. As a result, I have carefully considered the undisputed evidence of the Landlord in this decision as follows.

### Issue(s) to be Decided

- Is the Landlord entitled to damages to the rental unit?
- Is the Landlord entitled to keep the Tenants' security deposit?

### Background and Evidence

The Landlord testified that this tenancy started on June 13, 2010. A written tenancy agreement was completed for a fixed term tenancy which then continued on a month to month basis. The Tenant paid the Landlord a \$597.50 security deposit on June 12, 2010 and rent was established under the agreement in the amount of \$1,195.00, payable on the first day of each month.

The Landlord provided in written evidence a copy of the move in and move out Condition Inspection Report (the "CIR") which was completed on June 13, 2010 and May 31, 2014 respectively. The Landlord testified that the Tenants left the rental suite on May 31, 2014 and provided their forwarding address in writing on the CIR.

The Landlord testified that the Tenants had damaged the vanity unit which now requires full replacement and provided photographic evidence indicating the damage. The Landlord produced a receipt for the replacement and installation of the vanity unit at a cost of **\$714.25** which he now claims from the Tenants.

The Landlord testified that the Tenants had failed to clean the carpets and the rental suite at the end of the tenancy; the cleaning of the rental suite included the patio area and the stove and vent in the kitchen. Some areas of the carpets were stained at the beginning of the tenancy but at the end of the tenancy there was further staining which was caused by the Tenants. As a result, the Landlord seeks **\$75.00** for the suite cleaning, **\$103.95** for carpet cleaning and **\$100.00** for the reduced value of the carpet caused by the staining.

The Landlord testified that the Tenants had not cleaned the blinds and some slats in the blinds were damaged which required replacement. Although the CIR indicates that only five slats were damaged, the repair invoice indicates that 12 pieces were repaired; however, the Landlord only seeks to recover a portion of the cost of the invoice relating to the five slats that were damaged and recorded on the CIR, for a total cost of **\$74.30** and **\$95.00** for blind cleaning. The Landlord disclosed a total claim of \$1,162.50 and provided invoices and photographic evidence to support his oral testimony which he referred to during the hearing.

### Analysis

Firstly, I find that the Landlord made his Application to keep the Tenants' security deposit within the 15 day time limit set by Section 38(1) of the Act, and the Landlord had complied with the reporting requirements of the CIR as required by the Act.

Section 37(2) of the Act requires a Tenant to leave a rental suite reasonably clean and undamaged at the end the tenancy. In addition, Section 21 of the Residential Tenancy Regulation states that a CIR can be used as evidence of the state of repair and condition of the unit, unless a party has a preponderance of evidence to the contrary.

Policy Guideline 1 to the Act explains that generally, at the end of a tenancy, the Tenant will be held responsible for shampooing or steam cleaning the carpets after a tenancy of one year. In relation to internal window coverings, the same policy guideline explains that a Tenant is responsible for cleaning these when they vacate the rental unit and the Tenant maybe liable for replacing or paying for their depreciated value if they have been damaged or misused.

Based on the foregoing, I accept the Landlord's oral and documentary evidence in relation to the damages claimed, which consisted of the CIR and photographic evidence as well as invoices to verify the losses claimed. The Tenants failed to provide a preponderance of evidence to dispute the Landlord's evidence and I find that the Landlord has proved his damages claim in the amount of **\$1,162.50**.

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 this Application. Therefore, the total amount awarded to the Landlord is \$1,212.50. As the Landlord already holds \$597.50 in the Tenants' security deposit, I order the Landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 38(4) (b) of the Act. As a result, the Landlord is awarded \$615.00.

### Conclusion

For the reasons set out above, I grant the Landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$615.00**. This order may then be enforced in the Provincial Court (Small Claims) 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: October 09, 2014

