



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND 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 and one 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?

### Background and Evidence

The tenancy began on September 1, 2013. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$630 and a pet deposit of \$200. On September 1, 2013 the landlord and the tenant carried out a move-in inspection and filled out the landlord's condition report form (not the prescribed form). The tenancy ended on August 30, 2014. On that date the tenant and the landlord carried out a move-out inspection. The tenant did not agree with the landlord's view of the condition of the unit at the end of the tenancy.

### *Landlord's Claim*

The landlord claimed monetary compensation as follows:

- 1) \$140 for carpet cleaning – the landlord stated that the tenant was required to submit a receipt proving that the carpets had been professionally cleaned, and the tenant did not submit a receipt;
- 2) \$115 for drapes cleaning – the landlord stated that the tenant only hand-washed the drapes, but they were required to dry clean them;
- 3) \$200 for flea inspection – the landlord stated that the tenant was required, as per the tenancy agreement, to carry out a flea inspection at the end of the tenancy, and they did not; and
- 4) \$40 for touch-up painting.

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

- a copy of a residential tenancy agreement and a one-page addendum, which contains a clause requiring the tenant to carry out a flea inspection at the end of the tenancy;
- a receipt for carpet cleaning at a total cost of \$105 and drapes cleaning at a total cost of \$66;
- a receipt for flea inspections for two rental units, one of which is the tenant's rental unit, for a total cost of \$141.75; and
- a copy of the landlord's condition inspection report (not the prescribed form), in which the landlord indicated on August 30, 2014 that the costs of repairs would be \$40 for touch-up painting, \$140 for carpet cleaning and \$115 for professional drapes cleaning.

### *Tenant's Response*

The tenant acknowledged the landlord's entitlement to \$40 for touch-up painting but disputed the remainder of the claim. The tenant stated that they did have the carpets professionally cleaned but did not have their receipt at the time of the move-out inspection. The tenant stated that the price for cleaning the drapes is ridiculously high, and she told the manager that the drapes were in poor condition. The tenant stated that her cat did not have fleas.

### Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

The landlord is entitled to \$40 for touch-up paint, as acknowledged by the tenant.

The remainder of the landlord's claim is problematic. The amounts the landlord has claimed for professionally cleaning the carpets and drapes reflect the amounts set out on the landlord's condition inspection report, but do not reflect the actual amounts on the receipts. The amount claimed for the flea inspection also does not correlate with the amount set out in the receipt; the landlord appears to have based the \$200 claim for the flea inspection on the \$200 pet deposit. The flea inspection receipt is for inspections of two units, without delineating the exact amount for each unit. The landlord did not amend their claim at any time before or during the hearing to reflect the actual amounts claimed.

I find that the landlord is not entitled to costs for carpet cleaning, as the landlord did not provide sufficient evidence that the tenants had not had the carpets professionally cleaned, contrary to the tenant's testimony. The landlord's only reason for claiming for carpet cleaning was that the tenants failed to provide a receipt. There is no term in the tenancy agreement or addendum requiring the tenant to provide a receipt or be charged for carpet cleaning, so the tenant could not have been prepared to provide the receipt. In any case, such a clause may be void on the basis that it is unconscionable.

I find that the landlord is entitled to \$66 for cleaning the drapes, the actual amount for the work. A tenant is generally required to clean drapes at the end of a tenancy of one year or more. Despite the deficiencies of the landlord's version of the condition inspection report, the tenant did agree in writing in that report that the drapes were in good condition at the outset of the tenancy.

The landlord is not entitled to costs for the flea inspection. The receipt does not delineate separate amounts for the two units inspected, and the landlord did not provide any evidence to clarify whether the two units were the same size and required the same level of inspection or not.

As the landlord's application was only partly successful, I find they are not entitled to recovery of the filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$106. I order that the landlord retain this amount from the security and pet deposits in full satisfaction of this amount.

I grant the tenant an order under section 67 for the balance of the deposits, in the amount of \$724. 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: April 17, 2015

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Residential Tenancy Branch

