



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding UNIVERSITY PROPERTY MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *MNDC, MNSD, MND, FF.*

### **Introduction.**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of carpet repair and cleaning, yard clean up, general cleaning and the filing fee. The landlord also applied to retain a portion of the security deposit in satisfaction of the claim. The tenant applied for the return of double the security deposit and the filing fee.

The landlord served the tenant with a notice of this hearing package by registered mail on October 04, 2014 and filed a copy of the tracking slip. Despite having made application and having been served a notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. Since the tenant did not attend the hearing, his application is dismissed and this hearing only dealt with the landlord application.

### **Issues to be decided**

Is the landlord entitled to a monetary order for carpet repair and cleaning, yard clean up, general cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on September 01, 2013 for a fixed term of one year. At the end of the fixed term on August 28, 2014, the tenant moved out. The monthly rent was \$735.00.00, payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$735.00.

On August 28, 2014, both parties conducted a move out inspection. A report was generated and signed by both parties. The landlord filed a copy of this report.

The tenant agreed to a deduction of \$42.50 for damage to the microwave. The tenant also agreed to "*carpet repair + carpet cleaning \$75*". The landlord stated that the cost of carpet repair was not known at the time of the move out inspection and therefore was not recorded on the move out inspection.

On or about September 13, 2014, the landlord informed the tenant by email that the cost of carpet repair was \$129.00 and that he would be deducting this amount from the security deposit. The tenant did not agree and stated that the cost of carpet repair plus cleaning was \$75.00 and refused to be responsible for an additional \$129.00.

On September 18, 2014, the tenant sent the landlord his forwarding address in writing with a request for the return of the deposit minus the agreed upon amounts as noted on the move out inspection report. The landlord made application for dispute resolution on October 02, 2014 which is within the legislated 15 day time frame. In his application for dispute resolution, the landlord made additional claims for broken door lock (\$95.00), rubbish removal (\$35.00), furniture cleaning (\$86.00), yard cleaning (\$95.00), general cleaning (\$42.50) and late payment charges (25.00).

On November 02, 2014, the tenant made an application of his own for the return of double the security deposit and the filing fee.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. In this case the landlord made an application for dispute resolution within 15 days of receiving the tenant's forwarding address and therefore the tenant is not entitled to the return of double the deposit.

The parties came to an agreement regarding the deduction of \$42.50 plus \$75.00 for the microwave oven and carpet cleaning. However, the report indicates that there were threads pulled from the carpet that needed repair. The tenant argues in his written submission that the parties had agreed to a deduction of \$75.00 for both carpet repair and cleaning. The landlord denies this and stated that \$75.00 covered the cleaning alone and that the tenant was responsible for \$129.00 for carpet repair.

The landlord also has filed an estimate to have this work done and as of the date of the hearing, has not had the carpet repaired. The landlord stated that the new tenants moved in immediately and he plans to have the carpet repaired when they move out.

Based on the testimony of the landlord, I find that the tenant agreed to a deduction of \$117.50 off the security deposit as stated on the move out inspection report. The move out inspection is an opportunity for the tenant and landlord to identify damage and come to an agreement on any deductions that can be made to the security deposit. The inspection should be conducted diligently using a flashlight if necessary as it is the only opportunity to identify damage that the tenant is responsible for. The landlord has made additional claims that are not noted on the move out inspection report as agreed to by the tenant. Since the move out inspection is an opportunity to identify all damage, I dismiss the landlord's claim for the additional damage claimed by him.

The move out inspection report is ambiguous on what was decided regarding the cost of carpet repair. Since the landlord has not yet incurred this cost, I make no finding on the landlord's claim for carpet repair and I dismiss this portion of his application with leave to reapply.

Since the landlord is not entitled to the additional claims made by him, he need not have filed this application. The landlord could simply have returned the deposit with the agreed upon deduction. Therefore the landlord must bear the cost of filing this application.

The landlord currently holds a security deposit of \$735.00. I order the landlord to retain \$117.50 from the security deposit and return \$617.50 to the tenant within 15 days of receipt of this decision. I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord may retain \$117.50 from the security deposit. I grant the tenant a monetary order in the amount of **\$617.50**.

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: May 29, 2015

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Residential Tenancy Branch

