



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

MNR MNSD MND 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 participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on January 30, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on February 4, 2015, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 10, 2003. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$320.00.

The tenant vacated the rental unit on January 16, 2015. The landlord submitted that the tenant did not carry out necessary cleaning, and there was additional smoke damage to walls, drapes and carpeting. The landlord has claimed \$120.00 for carpet cleaning; \$175.00 for replacement of drapes; \$200.00 for suite cleaning and \$700.00 for painting, including applying primer and deodorizer before the paint. The landlord also submitted that the tenant had left outstanding utilities totalling \$63.79.

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

- a copy of the signed tenancy agreement, confirming that the tenant paid a security deposit of \$320.00;

- photographs of dirty areas of the rental unit;
- an invoice for \$200.00 plus \$24.00 in tax for eight hours of cleaning;
- an invoice for \$94.50 for carpet cleaning;
- an electricity bill for \$16.51;
- an invoice for \$185.81, tax included, for new drapes; and
- a copy of the Landlord's Application for Dispute Resolution, filed January 29, 2015.

The landlord did not provide evidence regarding the age of the paint or the drapes.

Analysis

I find that the landlord is entitled to \$224.00 for cleaning, as it is apparent from the photographs that the unit required extensive cleaning. I find that the landlord is entitled to \$94.50, the amount indicated on the invoice provided, for carpet cleaning. The only utility bill provided was for \$16.51, and I therefore grant the landlord that amount only for outstanding utilities. The landlord did not provide an invoice for painting, and I therefore dismiss that portion of the claim. The landlord did not provide the age of the drapes. The tenant occupied the unit for approximately eleven and a half years, and the average useful life of drapes, as set out in the Residential Tenancy Policy Guidelines, is 10 years. I therefore dismiss that portion of the landlord's application.

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

Conclusion

The landlord is entitled to \$385.01. I order that the landlord retain the security deposit and interest of \$331.34 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$53.67. 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 24, 2015

Residential Tenancy Branch

