



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords on September 24, 2015 to keep the Tenant’s security deposit and to recover the filing fee from the Tenant.

Both Landlords appeared for the hearing and provided affirmed testimony as well as documentary and digital evidence prior to the hearing. However, there was no appearance by the Tenant during the 30 minute duration of the hearing or any submission of written evidence prior to the hearing. As a result, I turned my mind to the service of the documents by the Landlords.

The Landlords testified that the Tenant had been served with a copy of the Application, and the Notice of Hearing documents by registered mail on September 28, 2015. The Landlords provided a copy of the Canada Post tracking receipt as evidence to verify this method of service. The Landlords also testified that they had provided a copy of their evidence to the Tenant on March 22, 2016 by registered mail. Based on the undisputed evidence of the Landlords, I find the Tenant was served the required documents pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”). As a result, the hearing continued in the absence of the Tenant and the Landlords’ undisputed evidence was carefully considered in this decision.

Issue(s) to be Decided

Are the Landlords entitled to retain the Tenant’s security deposit?

Background and Evidence

The Landlords testified that this tenancy began on April 1, 2015 for a fixed term of one year. However, the tenancy was ended by mutual agreement for September 15, 2015.

Rent under the tenancy agreement was payable by the Tenant in the amount of \$825.00 on the first day of each month. The Tenant paid the Landlords a \$412.50 security deposit at the start of the tenancy which the Landlords still retain.

The Landlords testified that they completed a move-in Condition Inspection Report (the "CIR") with the Tenant at the start of the tenancy on April 1, 2015. The Landlords also testified that they completed a move-out CIR on September 13, 2015 also with the Tenant.

The Landlords testified that during the move-out condition inspection, they noticed that the Tenant had failed to clean the rental unit and that there was a strong odor of pet urine emanating within the unit and from the carpets. After the Landlords completed the move-out CIR with the Tenant, they proposed to the Tenant an amount to deduct from her security deposit. However, the Tenant did not consent to the proposed amount. The Tenant provided the Landlord with a forwarding address by text message on September 15, 2016 which the Landlords noted on the move-out CIR after it was given to them.

The Landlords testified and referred to their photographic evidence which shows the lack of cleaning to the rental unit. This included: a dirty oven and fridge; mould around the windows and sinks; dirty curtains; dust in cupboards; dirty bathrooms and floors; and pet hair on the walls and around the carpet edges. The Landlords testified that while the carpet looked as if it had been cleaned, they could smell a strong odour of pet urine coming from the carpet. As a result, they employed the services of a specialised carpet cleaning company who conducted some tests on the carpet and concluded that there were multiple areas of urine contamination. The Landlords provided an invoice from this carpet cleaning company into evidence which shows the costs of remediation at \$208.43.

The Landlords testified that they spent seven hours cleaning the rental unit at a cost of \$25.00 an hour and did this by themselves to mitigate loss from having to use a professional cleaning company. As a result, the Landlords seek \$175.00 in cleaning costs from the Tenant.

The Landlords testified that the Tenant abandoned furniture at the front of the property when she vacated the rental unit. The Landlords provided text message conversation between them and the downstairs renter who was asking the Landlords to have these items removed. The Landlords took the abandoned furniture to the disposal center and now seek to recover the cost of half an hour to do this for \$12.50. The Landlords also claimed \$4.02 for the dumping fees associated with the furniture disposal but had not provided a receipt for this cost as it had been lost.

The Landlords also claimed for mailing costs. However, the Landlords were informed during the hearing, that costs associated with preparation for dispute resolution cannot be awarded under the Act and must be borne by each party.

Analysis

I accept the undisputed evidence of the Landlords that the Tenant provided a forwarding address in writing to the Landlord's agent on September 15, 2015 as documented on the move-out CIR. As a result, I find the Landlords made the Application to keep the Tenant's security deposit within the allowable 15 day time limit stipulated by Section 38(1) of the Act.

Section 37(2) of the Act requires a tenant to leave a rental suite reasonably clean, and undamaged except for reasonable wear and tear at the end of a tenancy. Policy Guideline 1 to the Act details the responsibility of a landlord and a tenant for residential premises. In relation to carpets, the guideline explains that a tenant is expected to steam clean or shampoo the carpets at the end of the tenancy if they have had pets. Therefore, I accept the undisputed evidence of the Landlords that the Tenant failed to satisfactorily clean the carpets of the pet urine stains at the end of the tenancy. As a result, I award the Landlords the costs of cleaning the carpet as evidenced by the invoice provided in the amount of **\$208.43**.

Section 21 of the Residential Tenancy Regulation allows a CIR to be considered as evidence of the state of repair and condition of the rental unit, unless a party has a preponderance of evidence to the contrary. Although the Landlords did not provide a copy of the CIR into evidence, I accept their oral testimony that this was completed pursuant to the Act. The Tenant provided no preponderance of evidence prior to this hearing. Therefore, I accept the Landlords' undisputed evidence that the Tenant failed to clean the rental unit as evidenced by the Landlords' photographic evidence. Accordingly, I find the Landlords mitigated loss by completing the cleaning themselves and I award them the cleaning costs claimed of **\$175.00**.

I am also satisfied by the Landlords' evidence that the Tenant abandoned furniture which the Landlords had to spend 30 minutes disposing of at the disposal center. Therefore, I awarded the Landlords **\$12.50** for the time they spent in disposing the Tenant's furniture. However, I deny the Landlord's the cost of the dump fees. This is because, in the absence of a receipt, I am not satisfied that the Landlords have verified this cost. As the Landlords have been successful in proving the claim and the Tenant failed to appear for the hearing, I find that the Landlords are also entitled to the **\$50.00** Application filing fee. Therefore, the total amount awarded to the Landlords is \$445.93.

As the Landlords already hold \$412.50 of the Tenant's deposit, I order the Landlords to retain this amount in partial satisfaction of the claim awarded pursuant to Section 72(2) (b) of the Act. As a result, the Landlords are granted a Monetary Order for the remaining balance of **\$33.43**. This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenant fails to make payment. Copies of the order are attached to the Landlords' copy of this decision.

Conclusion

The Landlords have proved the Tenant caused damage to the Landlords' rental unit. Therefore, the Landlords may keep the Tenant's security deposit and are issued a Monetary Order for the remaining balance of \$33.43.

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 07, 2016

Residential Tenancy Branch