



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, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord's agent testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 14, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on March 31, 2015 for a 6 month fixed term tenancy beginning on May 1, 2015 that converted to a month to

month tenancy on November 1, 2015 for a monthly rent of \$1,250.0 due on the 1st of each month with a security deposit of \$625.00 paid. The tenancy ended on November 30, 2015. The agreement contained an addendum that included clause 11 that required the tenant to dry clean the drapes and professionally clean the carpets; and

- A copy an invoice for carpet cleaning and drapery cleaning totalling \$171.00 including all relevant taxes.

The landlord claimed \$255.00 for these costs as this is what they would charge the tenant but their service provider charged only as per the invoice.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I accept the tenant is responsible for the dry-cleaning of the draperies and professional cleaning of the carpets as per the tenancy agreement addendum. In the absence of any evidence from the tenant that these requirements had been met I find the landlord has established entitlement to recover the costs associated with these items.

Further, I accept the landlord incurred a cost of \$171.00 for the cleaning of the drapes and carpets combined.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$221.00** comprised of \$171.00 cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$625.00 in partial satisfaction of this claim. I grant a monetary order to the tenant in the amount of **\$404.00**. This order must be served on the landlord. If the landlord fails

to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: July 11, 2016

Residential Tenancy Branch