



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, O, 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 agent testified and provided documentary confirmation that 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 March 8, 2016 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 and documentary evidence 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 carpet 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 a copy of a tenancy agreement signed by the parties on November 1, 2005 for a month to month tenancy beginning on November 1, 2015 for the monthly rent of \$575.00 due on the 1st of each month with a security deposit of \$287.50 paid. The landlord stated the tenant vacated the rental unit on February 29, 2016.

The tenancy agreement included clause 45 that states that after vacating the premises the carpets will be professionally steam cleaned and the drapes dry cleaned and the costs of this, plus costs of Tenant damages, if any, will be deducted from the Tenant's security deposit.

The landlord has also submitted an invoice for carpet cleaning in the amount of \$152.25.

Analysis

Based on the landlord's undisputed evidence and testimony I accept the tenant was responsible for cleaning carpets at the end of the tenancy and that there is no evidence before me that the tenant did have the carpets cleaned.

As a result, I find the landlord has established the tenant failed to comply with a term of the tenancy agreement and established the value of the cost to the landlord for this failure at \$152.25.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$252.25** comprised of \$152.25 carpet cleaning and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$297.68 in satisfaction of this claim. I grant a monetary order to the tenant in the amount of **\$45.43**. 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 13, 2016

Residential Tenancy Branch