



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPN, MND, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession because the tenants gave Notice to end the tenancy; for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants' security deposit; and to recover the filing fee from the tenants for the cost of this application.

At the outset of the hearing the landlord advised that the tenants are no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*; served by registered mail on January 06, 2016. Canada Post tracking numbers were provided by the landlord in oral evidence. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord permitted to keep all or part of the security deposit?

Background and Evidence

The landlord testified that this month to month tenancy started on March 28, 2015. Rent was \$1,000.00 per month due on the 1<sup>st</sup> of each month. The tenants paid a security deposit of \$500.00 and a pet damage deposit of \$500.00 at the start of the tenancy. Both parties attended a move in and a move out inspection and the inspection reports were signed by both parties. The tenants provided their forwarding address in writing to the landlord on December 31, 2015. The tenancy ended on that day.

The landlord testified that the tenants had two dogs in the unit. At the end of the tenancy the bedroom and closet carpet smelt badly of dog and had not been professional cleaned. The carpet also had stains on it which did not come out after the tenants had cleaned the carpet themselves. When the new tenant moved into the unit she complained about how bad the carpets smelt and asked the landlord to have the carpets cleaned again. The landlord seeks to recover the cost for the first carpet cleaning only of \$84.00 and has provided the invoice in documentary evidence. This invoice also indicates that the carpets had to be disinfected to get rid of pet odour.

The landlord testified that there was a missing light shade which was documented on the move out condition inspection report. The tenants agreed on this report that they would pay for the replacement shade. The landlord has provided the receipt in evidence for the shade and seeks to recover the amount of \$42.71.

The landlord testified that she returned the balance of the security deposit of \$823.29 to the tenants on January 12, 2016 and retained the amount of 176.71 for carpet cleaning, the replacement shade and for the filing fee for this application. The landlord seeks an Order to be permitted to retain this amount from the security and pet deposits.

### Analysis

The tenants did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlord's undisputed evidence before me.

I am satisfied from the evidence before me that the tenants failed to leave the carpet in the bedroom and closet reasonable clean and while I accept that the tenants did clean the carpets themselves this did not remove the stains and pet odour from their dogs. Consequently, I am satisfied that the landlord is entitled to retain the amount of **\$84.00** from the pet damage deposit to cover the cost to have the carpets professionally cleaned.

I am satisfied that the tenants agreed to pay for the cost to replace the light shade and therefore I find the landlord may retain the amount of **\$42.71** from the security deposit.

As the landlord's claim has merit I find the landlord is also entitled to recover the filing fee of **\$50.00** and may retain that from the security deposit.

I Order the landlord to keep the amount of **\$176.71** from the security and pet deposit and as the balance has been returned to the tenants on January 12, 2016 then no further orders are required.

### Conclusion

The landlord's application is allowed. The landlord may retain \$176.71 from the security and pet deposits.

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 09, 2016

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Residential Tenancy Branch