



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing. The tenant did not attend although he was served with the application and Notice of Hearing by registered mail sent on April 19, 2016.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain all or part of the security deposit?

### Background and Evidence

The rental unit is an apartment in Burnaby. The tenancy began April 1, 2015 for a one year term and thereafter on a month to month basis. The monthly rent was \$1,745.00 and the tenant paid a security deposit of \$872.50 and a card deposit of \$50.00 at the start of the tenancy.

The tenant gave notice and moved out of the rental unit on March 31, 2016. The landlord's representatives testified that the rental unit was not properly cleaned at the end of the tenancy. The tenant did not participate in a move out inspection. The landlord's representative testified that the tenant stained the carpet and the stains could not be removed despite intensive attempts to clean it. The landlord's representative testified that the carpet was near new, but it had to be replaced due to the extensive staining. The landlord paid \$2,051.81 to replace the carpet, but claimed the lesser

amount of \$1,841.57 to reflected the depreciated value of the carpet.. The landlord claimed \$134.40 as the invoiced cost of drape cleaning and the sum of \$12.00 for in-house cleaning of the kitchen range hood for a total claim of \$1,987.97.

### Analysis

Based on the undisputed evidence of the landlord I accept that the landlord had to replace the near new carpet in the rental unit due to damage caused by the tenant. I accept the invoice provided for drape cleaning and the \$12.00 cleaning charge for the range hood. The landlord's claim is allowed in the amount of \$1,987.97. The landlord is entitled to recover the \$100.00 filing fee for its application, for a total award of \$2,087.97. I order that the landlord retain the security deposit and card deposit of \$922.50 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$1,165.45. This order may be registered in the Small Claims Court and enforced as an order of that court.

### Conclusion

The landlord's application has been allowed and a monetary order issued in the amount stated.

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: September 27, 2016

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Residential Tenancy Branch