



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESATES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, O

Introduction

This hearing dealt with an application by the landlord for a monetary order, an order to recover the filing fee for this application and an order to retain some of the security deposit in full satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. The tenant did not submit any documentary evidence for this hearing. Both parties gave affirmed testimony.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on April 1, 2015 and ended on March 31, 2016. The tenants were obligated to pay \$1435.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$742.50 security deposit which included a \$25.00 fob deposit. . The landlord stated that the tenants damaged the lino floor which required them to replace it. The landlords stated that the tenants failed to clean the carpets and drapes which required them to do it. The landlord stated that the tenants failed to return a "smartcard" for the laundry as well.

The landlord is applying for the following:

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| 1. | Laundry Smartcard | \$50.00 |
| 2. | Carpet Cleaning | \$70.00 |
| 3. | Drape Cleaning | \$105.00 |
| 4. | Linoleum floor replacement in bathroom | \$183.28 |
| 5. | Filing fee | \$100.00 |
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| | Total | \$508.28 |
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The tenant gave the following testimony. The tenant stated that she agrees that she is responsible for the linoleum floor replacement. The tenant stated that she didn't know that she had to clean the carpets and drapes at move out. The tenant stated that she did return the smart card. The tenant stated that she was given an envelope at the move out condition inspection by a representative of the building and was told to mail the card to the address on the envelope.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

1. Smartcard - \$50.00

The landlord stated that they have a very detailed and accurate logging system of all cards that are issued with the company that provides them and that this card has not been returned or been put back into circulation. The landlord also stated that the company does not give out envelopes to tenants to have the smartcard returned. The tenant stated she mailed it to "the company" but was unable to give a date or an address to where she sent it. Based on the above, the landlords documentary evidence and on a balance of probabilities, I find that that the landlord has provided sufficient evidence for this claim and they are entitled to \$50.00.

2. Carpet Cleaning \$70.00 and drape cleaning \$105.00.

Residential Tenancy Policy Guideline 1 outlines the requirement for shampooing the carpets at the end of the tenancy and cleaning window coverings. The tenant acknowledged that she did not do either of these things. Based on the above I find that the landlord is entitled to \$175.00.

3. Linoleum Replacement in the bathroom - \$183.28

The tenant accepted responsibility for this claim and I therefore find that the landlord is entitled to \$183.28.

The landlord is also entitled to the recovery of the \$100.00 filing fee for being successful in this application.

Conclusion

The landlord has established a claim for \$508.28. I order that the landlord retain \$508.28 from the security deposit in full satisfaction of the claim. The landlord is to return the remaining \$234.22 to the tenant. I grant the tenant an order under section 67 for the balance due of \$234.22. This order may be filed in the Small Claims Court and 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: September 07, 2016

Residential Tenancy Branch