



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC MNSD OLC FF

Introduction:

Both parties attended the hearing and confirmed receipt of each other's Application by registered mail. I find the documents were legally served pursuant to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Section 67 for damages to the property;
- b) An Order to retain part of the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant for a return of twice the security deposit pursuant to section 38 and to recover the filing fee for this application.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the amount it cost to fix the damage? If so, what is the amount of the compensation and is the landlord entitled to recover filing fees also?

Is the tenant entitled to twice her security deposit refunded and to recover filing fees for the application?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in January 17, 2009, that rent was \$700 a month at the end and a security deposit of \$340 was paid in January 2009. The tenant vacated on March 31, 2016 and provided their forwarding address at that time. The landlord filed their Application on April 13, 2016 to claim against the security deposit.

The landlord made an original claim based on estimates at the time of \$120 to clean the carpet, \$95 to clean drapes and \$50 for cleaning an oven. In the hearing, he said the amounts had changed as he had the work done and got invoices. His claim is now \$73.50 for carpet cleaning, \$55 for cleaning the drapes and they will waive the cleaning fee. The female tenant said she works for a Restoration Company and she is a professional cleaner. However, the landlord demanded receipts from her for professional cleaning of carpets and blinds and she did not have them. She borrowed a machine from her employer and did the cleaning herself. She

says it is unfair to demand receipts and said the Residential Policy Guidelines do not provide that a tenant must produce receipts. The landlord has returned none of the deposit.

The landlord said the lease on the Terms Page, item 11 states that the drapes must be dry cleaned and the carpets must be professionally steam cleaned when a tenant vacates. He pointed out that the tenant signed this lease and terms and they only requested that the tenant abide by the lease terms and produce receipts to show the items had been professionally cleaned. The female tenant said she had not signed the lease, only the male tenant, her husband.

In evidence is the lease and receipts. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the landlord's evidence credible that the tenants must have drapes and carpets professionally cleaned when vacating. His credibility is supported by the lease terms signed by the tenants. The tenant contended that she was a professional and had cleaned the carpets and drapes and according to Policy Guideline 1 of the Residential Tenancy Guidelines, she is not required to produce a receipt. However, I find the tenants signed a lease stating they would professionally dry clean drapes and steam clean carpets. I find also Policy Guideline 1 states the tenant may be expected to clean drapes and steam clean or shampoo carpets at the end of the tenancy, regardless of the length of the tenancy. I find it reasonable that the landlord would require a receipt showing they had done this, especially when it is included as a term of the lease.

Although the female tenant claimed she had not signed the lease, I find she is a co-tenant and her husband signed it. I find in law and according to Policy Guideline 13, she is jointly liable for any obligations under the lease.

I find the landlord entitled to recover the revised invoice costs of \$73.50 for carpet cleaning and \$55 for drapes.

On the tenant's application, the onus is on him to prove on the balance of probabilities that twice the security deposit should be refunded in accordance with section 38 of the Act. I find the tenant vacated on March 31, 2016 and provided their forwarding address in writing on that date. I find the landlord filed their Application on April 13, 2016 to claim against the deposit. This is within the 15 day limitation set out in section 38 of the Act so I find the tenant not entitled to recover twice their deposit. Their original deposit remains in trust for the landlord to claim against it, as they have. However, though a small claim, the landlord did not return the balance of the deposit so the tenant had to file this Application to demand its return.

Conclusion:

I find the tenant made the application to obtain their deposit back as none was refunded. I find they are entitled to the balance as calculated below and to recover filing fees for their application. I find the landlord entitled to retain part of the deposit as calculated below to offset the amount owing and the tenant is entitled to a monetary order for the balance. I find the landlord entitled to recover filing fees for their Application.

Calculation of Monetary Award:

Professional carpet cleaning	73.50
Drape cleaning	55.00
Filing fee	100.00
Less security deposit	-340.00
Less filing fees to tenant	-100.00
Balance in monetary order to tenant	-211.50

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 22, 2016

Residential Tenancy Branch