



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prompton Real Estate Services Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF MNSD MNDC MND

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in satisfaction of the claim. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not appear although she was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on June 28, 2016. The landlord provided documentary evidence from Canada Post that the tenant received the registered mail packages.

Issue(s) to be Decided

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on November 1, 2015. The rent was \$2550.00 per month. A security deposit of \$1275 was paid by the tenant at the start of the tenancy. The tenants vacated the rental unit on May 31, 2016 pursuant to an order of possession.

In the course of the tenancy, the tenants violated several by-laws of the strata corporation. These violations are set forth in a letter from the strata council dated March 2, 2016. This letter was submitted into evidence by the landlord. The total amount of the by-law fines is \$1,050.00.

The landlord testified that the carpets required cleaning at the end of the tenancy. An invoice for the cleaning was submitted.

Analysis

The landlord has made a monetary claim of \$1255.00 comprised of \$1050.00 in by-law fines and \$105.00 in carpet cleaning.

By-Law Fines (1050.00) - The tenancy agreement provides that the tenant must “be responsible and comply with the bylaws of the strata corporation”. Clearly, based on the letter from the Strata Council, the tenant did not abide by this term of the tenancy agreement. As a result, I find that the landlord has established this claim.

Carpet Cleaning (\$105.00) – The landlord has submitted an invoice from the carpet cleaning company which states that the carpeting in the bedroom needed a “pre vac and brushing” of hair from the bedroom carpets. Steam cleaning was also required. The Act requires that a tenant leave the rental unit reasonable clean upon vacating and I find that the tenant failed to do this. The bedroom carpet should have been properly cleaned by the tenant with all hair removed. I therefore find that the landlord has established this portion of the claim.

Conclusion

I find that the landlord has established a total monetary claim of \$1155.00 for the items listed above. I find that the landlord is also entitled to recover the \$100.00 filing fee for this application for a total award of \$1255.00. I order that the landlord retain this amount from the security deposit.

The landlord had also requested recovery of the filing fee for their previous application but this fee had already been awarded to the landlord by the previous arbitrator so there was no need to award it again.

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: December 05, 2016

Residential Tenancy Branch