



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E Y PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of cleaning, to replace the tenant manual and for the recovery of the filing fee. The landlord also applied to retain a portion of the security deposit in satisfaction of the claim.

The landlord testified that she served the tenant with the notice of hearing on September 23, 2016, by registered mail, to the address provided by the tenant. The landlord provided a tracking number and stated that she had tracked the package on line and found that the tenant had received and signed for the package on October 06, 2016. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order and to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on December 01, 2014 and ended on September 08, 2016. The monthly rent was \$830.00 payable on the first of each month. Prior to moving in the tenant paid a security and key deposit in the amount of \$440.00.

The landlord testified that the tenant was required to professionally clean the carpets and the drapes at the end of the tenancy. The tenant signed in acknowledgement that she was notified of this requirement. The tenant also signed in agreement of having to pay \$10.00 if she did not return the tenant manual.

The tenant gave adequate notice to end the tenancy and the landlord provided the tenant with a check list of tasks to be accomplished at the time of the move out. A move out inspection was conducted on September 08, 2016. The tenant wrote on the check list that she had cleaned the carpets and drapes but had not had them done professionally. The tenant refused to pay for these items to be professionally cleaned.

In a string of emails between the two parties, the tenant agreed that she had the tenant manual in her possession and would return it. The landlord testified that the tenant did not so. The landlord has filed an invoice for the professional cleaning of the carpets and drapes in the total amount of \$213.00. The landlord is also claiming \$10.00 for the tenant manual and \$100.00 for the filing fee.

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant signed in agreement of having to professionally clean the carpets and drapes at the end of the tenancy. The landlord has filed adequate evidence to support her claim of \$213.00 for cleaning these items after a tenancy of more than one year. I also find that the tenant did not return the tenant manual and must pay \$10.00 to have it replaced. Since the landlord has proven her case, she is also entitled to the filing fee of \$100.00.

Overall the landlord has established a claim of \$323.00. I order that the landlord retain this amount from the deposit of \$440.00 in full satisfaction of the claim and I order the landlord to return the balance of \$117.00 to the tenant on or before April 15, 2017.

Conclusion

The landlord may retain \$323.00 from the deposit and return the balance of \$117.00 to the tenant no later than April 15, 2017

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: March 24, 2017

Residential Tenancy Branch