



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 33 DEVELOPMENT WORLD CORP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit; cleaning costs; and, authorization to retain the tenants' security deposit and pet damage deposit. The tenants did not appear at the hearing. The landlord provided registered mail receipts as proof the hearing packages were sent to each tenant via registered mail on October 18, 2016. The address used for service is the forwarding address that appears on the move-out inspection report. The landlord testified that two of the registered mail packages were successfully delivered but one was returned to him. Section 90 of the Act provides that a person is deemed to have received documents five days after mailing, even if the recipient refuses to accept or pick up their mail. I was satisfied that the landlord duly served the tenants with the hearing documents and the tenants are deemed to be served five days after mailing pursuant to section 90 of the Act. Therefore, I proceeded to hear from the landlord without the tenants present.

### Issue(s) to be Decided

1. Has the landlord established an entitlement to recover the amounts claimed against the tenants for cleaning and damage?
2. Is the landlord authorized to retain the security deposit and pet damage deposit?

### Background and Evidence

The parties entered into a fixed term tenancy that started on December 12, 2015 and ended on June 1, 2016. The parties entered into a second fixed term tenancy agreement for the period of June 1, 2016 through to September 30, 2016. The tenants returned vacant possession of the rental unit to the landlord on September 30, 2016.

The landlord collected a security deposit of \$450.00 and a pet damage deposit of \$450.00. Move-in and move-out inspection reports were signed by both the landlord and one of the co-tenants and submitted into evidence.

The landlord submitted that the rental unit was left very dirty and smelled of pet urine and feces at the end of the tenancy. The landlord seeks to recover cleaning costs of \$191.10 and damage to the carpeting on the lower floor and stairway due to pet urine and feces stains of \$1,826.62.

The landlord provided copy of the cleaning invoice and a written statement of the cleaner describing the services provided at the property.

The landlord provided a copy of an estimate for carpet replacement in the sum of \$2,237.94. The landlord testified that most of the carpeting had been installed just before the tenancy started. However, one of the bedrooms had older but serviceable carpeting. The landlord estimated the value of the older carpeting to be \$409.32 and reduced that amount from the claim for carpet damage.

### Analysis

Under section 37 of the Act, a tenant is required to leave a rental unit reasonably clean and undamaged at the end of the tenancy. If a tenant fails to fulfill this obligation, the landlord may seek compensation from the tenant for the damages or losses incurred by the landlord to clean and repair damage.

In this case, I was provided unopposed evidence that the tenants failed to leave the rental unit reasonably clean and their pets caused significant carpet damage. I am satisfied that the tenants violated section 37 of the Act and I find the amounts claimed by the landlord to be reasonable and sufficiently supported. Therefore, I grant the landlord's request to recover \$2,019.72 from the tenants for cleaning and damage.

I further award the landlord recovery of the \$100.00 filing fee paid for this application.

I authorize the landlord to retain the tenant's security deposit and pet damage deposit of \$900.00 in partial satisfaction of the amounts awarded to the landlord

In light of the above, I provide the landlord with a Monetary Order in the net amount of \$1,219.72 to serve and enforce upon the tenants.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and pet damage deposit and the landlord has been provided a Monetary Order for the balance owing of \$1,219.72 to serve and enforce upon the tenants.

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: April 18, 2017

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Residential Tenancy Branch