



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Remax Check Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord provided documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 12, 2016 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the submissions of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage to or carpet cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the tenancy began on September 23, 2013 as a month to month tenancy for a monthly rent, by the end of the tenancy, of \$660.00 due on the 1st of each month and that a security deposit of \$325.00 paid. The landlord submitted the tenancy ended at the end of November 2016.

The landlord submitted into evidence a copy of a Condition Inspection Report signed by an agent for the landlord and an agent for the tenant. The signature of each party confirms agreement that the report represents the condition of the unit at the start and

end of the tenancy. The landlord also submitted invoices for the repairs; carpet cleaning and garbage removal totalling \$613.86.

Both the Condition Inspection Report and the invoices breakdown the details of the repairs and cleaning as follows: replace a kitchen blind; replace a bedroom door; repair a hole in a wall; haul garbage to landfill; and carpet cleaning of the living room; stairs; hall; bedroom; and master bedroom.

The landlord indicated in their Application for Dispute Resolution that the tenant had agreed to allow the landlord to retain the deposit against some of these charges. The landlord pointed out the bottom of the Condition Inspection Report has a handwritten statement confirming the tenant agreed to the deductions. I note that the copy of the Report received by the Residential Tenancy Branch in evidence shows some of the handwritten notations are cut off the bottom of the page.

Analysis

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed testimony and evidence I find the landlord has established the tenant has failed to comply with her obligations under Section 37 and as a result the landlord has suffered a financial loss for cleaning and repair. I also find the landlord has established the value of that loss in the amounts claimed.

Section 38(4)(a) of the *Act* states a landlord may retain an amount from a security deposit or a pet damage deposit if the tenant, at the end of the tenancy, agrees in writing the landlord may retain that amount to pay a liability or obligation of the tenant.

As I cannot fully read the bottom of the Condition Inspection Report it is not clear to me that this is a written agreement between the landlord and the tenant for the landlord to retain any portion of the deposit. However, the landlord has submitted, as part of this Application that they would like to retain the deposit to go against the amount owed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$713.86** comprised of \$362.75 for repairs and garbage removal; \$287.11 for carpet cleaning and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit held in the amount of \$325.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$388.86**. This order must be served on the tenant. If the tenant fails to comply with this order the

landlord may file the order in the Provincial Court (Small Claims) and be 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: June 08, 2017

Residential Tenancy Branch