



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ETERNA ENTERPRISES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

On August 15, 2017, the Landlord submitted an Application for Dispute Resolution for a monetary order for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord attended the hearing; however, the Tenant did not. The Landlord testified that she served the Tenant with the Notice of Hearing using registered mail on August 16, 2017. The Landlord provided the registered mail tracking information as proof of service. The Landlord testified that the Notice of Hearing was sent to the Tenant at the address the Tenant provided at the end of the tenancy. I find that the Tenant is deemed served with the Notice of Hearing pursuant to sections 89 and 90 of the *Residential Tenancy Act*.

At the start of the hearing I introduced myself. The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to keep the security deposit?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began on January 1, 2016. The Tenant paid the Landlord monthly rent in the amount of \$880.00. The Tenant paid the Landlord a security deposit of \$440.00.

The Landlord testified that when the Tenant moved out on July 31, 2017, the rental unit was left unclean and required cleaning.

The Landlord is requesting compensation for the following items:

Pest Control	\$78.75
Carpet Cleaning	\$262.50
Locksmith	\$87.71
Disposal	\$150.00
Filing fee	\$100.00

#### Pest Control \$78.75

The Landlord testified that the Tenant had a cat and the Landlord found fleas in the carpet at the end of the tenancy. The Landlord testified that she had the carpets treated for the fleas and is seeking to recover the cost of \$78.75 for the treatment.

#### Carpet Cleaning \$262.50

The Landlord testified that the Tenant did not clean the carpet at the end of the tenancy. The Landlord had the carpet cleaned and is seeking to recover the cost of \$262.50.

#### Locksmith \$87.71

The Landlord testified that the Tenant failed to return the keys to the lobby and rental unit at the end of the tenancy and the Landlord needed to have the lock changed. The Landlord is seeking to recover the cost of \$87.71.

#### Disposal Costs \$150.00

The Landlord testified that the Tenant left a chair, vacuum, glassware and a pot in the rental unit when she moved out. The Landlord is seeking \$150.00 for the cost of having to remove and dispose of the Tenants possessions.

### Analysis

The Tenant was served with the Notice of Hearing and failed to attend the hearing to oppose the Landlord's claims.

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

*a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.*

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

*The Tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.*

Based on all of the above, the evidence and testimony of the Landlord, and on a balance of probabilities, I find as follows:

I find that the Landlord has provided sufficient evidence to support that the Tenant is responsible for the costs to clean and repair the rental unit.

I grant the Landlords request for compensation in the amount of \$578.96.

I authorize the Landlord to keep the security deposit of \$440.00 in partial satisfaction of the claim.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

After setting off the security deposit of \$440.00 towards the award of \$578.96 and the filing fee of \$100.00, I grant the Landlord a monetary order in the amount of \$238.96. The monetary order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

I find that the Tenant owes the Landlord the amount of \$678.96 for costs the Landlord incurred to clean and repair the rental unit and the cost of the \$100.00 filing fee.

I authorize the Landlord to keep the security deposit in the amount of \$440.00 towards the award of \$678.96 and I grant the Landlord a monetary order in the amount of \$238.96.

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 7, 2018

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Residential Tenancy Branch