



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REALTY EXECUTIVES ECO-WORLD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD

Introduction

On September 29, 2017, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for damage to the rental unit; to keep all or part of the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord’s agent (“the Landlord”) attended the hearing; however, the Tenants did not. The Landlord testified that the Notice of Hearing package was served to the Tenants using registered mail on October 2, 2017. The Landlord testified that the registered mail was sent to the address provided by the Tenants as their forwarding address. The Landlord provided the registered mail tracking number as proof of service. I find that the Tenants are deemed served with the Notice of Hearing in accordance with sections 89 and 90 of the Act.

At the start of the hearing I introduced myself. The Landlord provided affirmed testimony and was provided the opportunity to present his 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.

Preliminary and Procedural Matters

At the hearing the Landlord wanted to include claims for carpet and wood floor repair and for labour and materials to repair a bi-fold door and to replace a light bulb.

The Landlord’s application for dispute resolution provides a claim amount of \$1,250.00 and provides a breakdown of the applicant’s claims that amount to \$1,073.50. I find that the Landlord is restricted to the items and amounts listed on the application that was served to the Tenants. The Landlord’s additional claims were not permitted.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to keep the security deposit?

Background and Evidence

The Landlord testified that the tenancy began on September 1, 2016. The Tenants were to pay the Landlord monthly rent in the amount of \$2,500.00. The Tenants paid the Landlord a security deposit of \$1,250.00.

The Landlord testified that when the Tenant moved out on August 31, 2017.

The Landlord is seeking compensation for the following items:

Strata Fines	\$650.00
Cleaning Fee	\$150.00
Carpet cleaning	\$73.50
Additional strata fine	\$200.00

Strata Fines

The Landlord testified that he was assessed a \$50.00 fine from the property strata council because the Tenant set up a Christmas tree in the unit which is against the strata bylaw.

The Landlord testified that he was also assessed an additional \$600.00 in fines by the strata council for two incidents that occurred on May 9, 2017, and one incident that occurred on August 1, 2017. The Landlord testified that on the three occasions the Tenant failed to observe the building security bylaw which requires occupants to remain in the underground parking area until the security gate is fully closed.

The Landlord testified that he paid the strata fines and is seeking to recover \$650.00. The Landlord provided a copy of an invoice from the building strata in the amount of \$650.00.

Cleaning Fee

The Landlord testified that the Tenants left the rental unit unclean at the end of the tenancy. The Landlord testified that he hired a cleaner to clean the kitchen. The Landlord provided a copy of a condition inspection report completed at the end of the tenancy that indicates the kitchen of the rental unit was left dirty. The Landlord provided a copy of a receipt dated September 6, 2017, in the amount of \$150.00 for cost of cleaning the condo.

Carpet Cleaning

The Landlord testified that the carpets were left dirty at the end of the tenancy. The Landlord provided a copy of a condition inspection report completed at the end of the tenancy that indicates the carpets were left stained/dirty. The Landlord provided a copy of a receipt dated September 6, 2017 in the amount of \$73.50 for carpet cleaning.

Pending Strata Fine

The Landlord testified that the strata decided to not assess a further \$200.00 fine for a further breach of the security bylaw.

Security Deposit

The Landlord is seeking to keep the security deposit of \$1,250.00 in satisfaction of his claims.

Analysis

Section 21 of the Residential Tenancy Regulation states:

in dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question.

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, and on a balance of probabilities, I find as follows:

The Tenants are deemed under the *Act* to have received the Notice of Hearing and they failed to attend the hearing. The Landlord's claims are unopposed.

I find that the Landlord's claims are reasonable and are supported with documentary evidence. I award the Landlord compensation for the following items:

Strata Fines	\$650.00
Cleaning Fee	\$150.00
Carpet cleaning	\$73.50
Total	\$873.50

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 mostly successful with his application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I authorize the Landlord to retain the amount of \$973.50 from the security deposit of \$1,250.00.

I order the Landlord to return the balance of \$276.50 to the Tenants. I grant the Tenants a monetary order in the amount of \$276.50.

Conclusion

The Landlord established a monetary claim in the amount of \$973.50. The Landlord is authorized to withhold \$973.50 from the security deposit of \$1,250.00.

The Landlord is ordered to return the balance of \$276.50 to 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: May 2, 2018

Residential Tenancy Branch