



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRIPLE J INVESTMENTS / 1081603 B.C.
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL MNDCL-S

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- A monetary award for damages and loss pursuant to section 67;
- Authorization to retain all or a portion of the security deposit pursuant to section 38; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents with agent MT (the "landlord") primarily speaking.

As both parties were present service was confirmed. The tenant confirmed receipt of the landlord's application and materials and that they had not served any materials of their own. Based on the testimonies I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to retain any portion of the security deposit for this tenancy?

Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

The parties agreed on the following facts. This periodic tenancy began in March 2017 when the tenant took possession of the rental suite that was formerly occupied by their family member. The tenancy ended on July 31, 2019 and the tenant had provided a forwarding address by that time. A security deposit of \$462.50 was paid at the start of the tenancy and is still held by the landlord. The parties participated in a move-in and move-out inspection and prepared a condition inspection report accordingly.

The landlord testified that the carpets of the rental suite required professional cleaning and indicated this on the condition inspection report submitted into evidence. The landlord said they incurred costs of \$168.00 for professional cleaning. An invoice showing this charge was submitted into evidence.

The tenant disagreed with the landlord's assessment of the suite at the end of the tenancy and did not sign the inspection report or authorize the landlord to make any deductions from the deposit. The tenant testified that they cleaned the suite themselves and there was no need for additional cleaning.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party.

I accept the evidence of the landlord that the carpets of the suite required cleaning. The landlord has submitted a condition inspection report completed at the time of move-out and gave testimony that the carpets had not been cleaned during the duration of the tenancy. While the tenant gave testimony that they cleaned the rental unit, I do not find their testimony to be sufficient to dispute the weight of evidence supporting the landlord's position. I accept the evidence by way of the invoice that the cost for cleaning was \$168.00.

I find that the landlord incurred losses in the amount of \$168.00 for carpet cleaning as a result of this tenancy. Accordingly, I find that the landlord is entitled to a monetary award in that amount.

As the landlord was successful in their application they are also entitled to recover the filing fee.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain \$268.00 of the tenant's security deposit of \$462.50 in full satisfaction of the monetary award issued in the landlord's favour.

Conclusion

The landlord is authorized to retain \$268.00 of the security deposit for this tenancy. The security deposit is lowered by that amount from \$462.50 to \$194.50.

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: December 3, 2019

Residential Tenancy Branch