



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nacel Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking authority to retain the tenant's security deposit and to recover the cost of the filing fee from the tenant.

The landlord's agent (hereafter "landlord") appeared; the tenant did not appear.

The landlord testified that she served the tenant with the application for dispute resolution and Notice of Hearing (the "Hearing Package") via registered mail on August 6, 2013. The landlord supplied oral evidence of the tracking number and further testified that the mail was claimed by the tenant.

I find the tenant was served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to documentary evidence submitted prior to the hearing.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled retain the tenant's security deposit and to recover the filing fee?

Background and Evidence

This tenancy began on March 10, 2010, ended on June 30, 2013, monthly rent was \$1000 and the tenant paid a security deposit of \$500 at the beginning of the tenancy.

The landlord's claim is in the amount of \$196.20, which includes carpet cleaning of \$106.20, cleaning of \$75 and cleaning supplies of \$15.

The landlord's agent said that the tenant failed have the carpet clean at the end of the tenancy, and left is dirty, requiring a professional cleaning.

The landlord submitted that the tenant did not leave the rental unit reasonably clean, and therefore the landlord was required have the rental unit cleaned and to buy cleaning products.

The landlord submitted that that they have retained \$196.20 from the tenant's security deposit and returned the amount of \$303.80.

The landlord's relevant evidence included the condition inspection report, the tenancy agreement, receipts for the carpet cleaning and cleaning supplies, photographs of the rental unit, and proof of the tenant's written forwarding address.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act, which falls in sections 7 and 67, or tenancy agreement, the claiming party, the landlord in this case, has to prove, with a balance of probabilities, four different elements:

First, proof that the damage or loss exists, **second**, that the damage or loss occurred due to the actions or neglect of the respondent in violation of the Act or agreement, **third**, verification of the actual loss or damage claimed and **fourth**, proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

I find the landlord provided submitted sufficient evidence that the rental unit required cleaning and carpet shampooing as stated by the landlord. I therefore allow the landlord's claim for \$75 for cleaning, \$15 for cleaning supplies and \$106.20 for carpet cleaning.

As I find merit with the landlord's application, I allow the landlord the filing fee of \$50.

Conclusion

I have granted the landlord's application for dispute resolution and awarded them monetary compensation in the amount \$196.20.

I therefore authorize the landlord to keep this amount that they have retained from the tenant's security deposit, in satisfaction of their monetary award.

I also grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for amount of \$50 for their filing fee, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement may be recovered from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: November 05, 2013

Residential Tenancy Branch

