



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pacifica Housing Advisory Association  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, 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 each 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 October 10, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by each tenant on the 5<sup>th</sup> day after it was mailed.

Based on the testimony of the landlord, I find that each 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 damage and cleaning; for all or part of the security deposit and to recover the filing fee from the tenants 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 provided the following relevant documents into evidence:

- A copy of a tenancy agreement signed by the parties on February 19, 2013 for a month to month tenancy beginning on March 1, 2013 for the monthly rent of

\$995.00 due on the 1<sup>st</sup> of each month with a security deposit of \$497.50 paid. The tenancy agreement stipulated the tenants must have the carpets professionally cleaned at the end of the tenancy;

- A copy of a Condition Inspection Report recording the condition of the rental unit at the start and end of the tenancy. The report was completed for the move in on February 22, 2013 and is signed by the tenant's agent and the landlord's agent. The report for the move out was completed on September 30, 2013 and was signed by the landlord's agent. The tenant's agent did not sign the move out section of the Report; and
- Copies of invoices for painting (\$151.20) and carpet cleaning (\$130.00).

The landlord submits that the tenants had painted a different colour and the painting was required to bring it back to the original colour.

### Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

As the tenancy agreement stipulated that the tenants were required to have the carpets professionally cleaned and in the absence of any evidence that the tenants had the carpets professionally cleaned I find the landlord is entitled to compensation for carpet cleaning.

In the absence of any evidence to the contrary I accept the landlord was required to paint a portion of the rental unit as a result of this tenancy and is therefore entitled to compensation.

I find the landlord has established the value of both the carpet cleaning and painting through the invoices submitted.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$331.20** comprised of \$151.20 painting; \$130.00 carpet cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$497.50 in satisfaction of this claim. I grant a monetary order to the tenants for return of the balance of the security deposit in the amount of **\$166.30**.

This order must be served on the landlord. If the landlord fails to comply with this order the tenants 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: January 06, 2014

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Residential Tenancy Branch

