



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Val Shur Holdings  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. An agent for the landlord, the tenant and a witness for the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that she had received the landlord's application and evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on February 1, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$350. The tenancy ended on May 30, 2014.

The landlord stated that at the end of the tenancy the tenant left the unit in a damaged, unsanitary and unreasonably unclean condition. The landlord has claimed \$257.52 for carpet cleaning, \$1620 for painting and \$1013.58 for cleaning and repairs.

The tenant's response to the landlord's claim was that the rental unit was in poor condition at the outset of the tenancy. The tenant stated that the landlord did not offer a move-in condition inspection, and therefore the landlord's claim against the security deposit for damage to the rental unit is extinguished. The tenant stated that the landlord gave the tenant permission to paint the rental unit and did not place any restrictions on colour.

### Analysis

I find that the landlord is entitled to the amount claimed for carpet cleaning, as it is the responsibility of the tenant to have carpets cleaned at the end of the tenancy, and the tenant did not dispute the landlord's claim that the carpets were not cleaned.

I find that the remainder of the landlord's claim is unsupported, as the landlord did not complete a condition inspection at the outset of the tenancy to establish the agreed-upon condition of the unit. Nor did the landlord provide the age of the paint or other items that were repaired and I therefore could not consider the depreciated value of the items.

As for the tenant's submission that the landlord's claim was extinguished, the tenant did not provide evidence of when she gave the landlord her forwarding address in writing, and I therefore find that in this case the doubling provision of section 38 of the Act does not apply.

As the landlord's application was only partially successful, I find they are not entitled to recovery of the filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$257.52. The remainder of the landlord's claim is dismissed.

I order that the landlord retain \$257.52 amount from the security deposit and I grant the tenant an order under section 67 for the balance due of \$92.48. This order may be filed in the Small Claims Court and 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: October 30, 2014

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Residential Tenancy Branch

