



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND MNSD 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. Both tenants were served with the application for dispute resolution and notice of hearing by registered mail on December 16, 2008. One of the two tenants, JN, participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on June 1, 2007. On May 14, 2007, the landlord collected a security deposit from the tenants in the amount of \$400. The tenancy agreement includes a clause that requires the tenants to dry clean the drapes and have the carpets professionally cleaned at the end of the tenancy. During the tenancy, on May 12, 2008 and June 26-27, 2008, several of the units in the building, including the tenants' unit, were treated for cockroaches. The tenancy ended on December 4, 2008.

The evidence of the landlord was as follows. After the tenants vacated, the landlord attended the unit and discovered that cleaning, repairs and further treatment for cockroaches was required. The landlord has claimed monetary compensation as follows:

- 1) \$165 for 11 hours of general cleaning at \$15 per hour
- 2) \$300 for painting the entire suite – the suite had been painted 2 years ago, but at

the time the tenants vacated, the walls were so marked up that they could not be cleaned

- 3) \$80 to clean all of the carpets twice
- 4) \$30 to clean draperies
- 5) \$20 for keys the tenant did not return
- 6) \$157.50 for pest control
- 7) \$700 to replace the fridge and stove – the stove was “filthy dirty” and could not be cleaned, and the fridge was infested with cockroaches

The landlord provided photographs and receipts for pest control, cleaning, carpets and painting. The landlord did not provide a copy of a move-in inspection report.

The tenant's response was as follows. There was no move-in inspection done, and the suite was in pretty bad condition when they moved in. The markings on the walls were caused by the previous tenants, and the draperies were stained at the beginning of the tenancy. The carpets were supposed to have been removed at the outset of the tenancy, but the landlord never removed them. The tenants complained about the stove but the landlord never fixed it. The tenants complained several times about the cockroaches, which were there when the tenants moved in. The landlord's invoices show that other units were also infested with cockroaches. The tenants did cleaning and returned all of their keys when they moved out.

Analysis

I find that the landlord is entitled to the amounts claimed for general cleaning, as well as cleaning of carpets and drapes, for a total of \$275. The photographs clearly depict the suite in an unclean condition, and the tenancy agreement required the tenants to clean the carpets and drapes. I find that because the landlord did not provide a move-in inspection report to establish the condition of the unit or the number of keys given at the beginning of the tenancy, or a receipt for the fridge and stove, the landlord is not entitled to claim for painting, keys or the replacement fridge and stove, and I dismiss that portion of the landlord's claim. I find that the landlord has not provided sufficient evidence that the tenants were to blame for the cockroaches, and I therefore dismiss that portion of

the landlord's claim. The landlord is entitled to recovery of the \$50 filing fee, for a total of \$325.

Conclusion

I order that the landlord retain \$325 of the security deposit in full satisfaction of their claim. The landlord must return the remainder of the deposit and the applicable interest, totaling \$84.57, within 15 days of receipt of this decision.

Dated February 17, 2009.