



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: MND, MNSD, & FF

Introduction:

This hearing dealt with an application by the landlord for costs related to cleaning and repairing the rental unit after the tenancy ended. The landlord also seeks to retain the tenant's security deposit plus interest in partial satisfaction of this claim.

Both parties appeared for the hearing and were provided the opportunity to present affirmed evidence and respond to the evidence of the other party. Both the landlords and the tenant exchanged evidence by registered mail on January 29, 2009 which was received after the deadline for submitting evidence as part of this dispute. However, both parties acknowledge that they had received the others evidence and had an opportunity to review and respond to it. On this basis I accept both parties' late evidence.

Issue to be Determined:

Has the landlord established a monetary claim related to cleaning and repairing the rental unit?

Background and Evidence:

The parties agree that this tenancy began on August 1, 2008 for the monthly rent of \$875.00 and a security deposit of \$450.00 paid on July 1, 2008. The tenancy ended on October 31, 2008. The parties conducted a move-in written condition inspection of the rental unit on August 6, 2008 and a move-out written condition inspection on December 9, 2008. The late move-out condition inspection was due to the tenant only providing a forwarding address at the end of November 2008.

The landlord submits that the tenant damaged the rental unit, left behind personal possessions which had to be disposed and failed to adequately clean the rental unit. As a result the landlord is requesting the following in damages:

Carpet Cleaning – tenant failed to provide receipt that carpets were professionally cleaned at the end of the tenancy.	\$40.00
Stove top, oven and broiling pan left unclean.	\$50.00
Removal and disposal of tenant's abandoned personal possessions – two trips at \$75.00.	\$150.00
Damage to linoleum flooring in master	\$834.00

bedroom which cannot be repaired and requires replacement.	
Recovery of filing fee paid for this application.	\$50.00
Total	\$1,124.00

As part of their evidence the landlords included copies of the move-in and move-out condition inspection reports, photographs, receipts and quotes related to claimed damages and copies of e-mail correspondence which the landlords allege confirms their position that the tenant had ample opportunity to inspect the rental unit prior to occupying the rental unit and had taken numerous photographs. The landlords submit that there was no damage to the bedroom flooring in the condition inspection reports or in the tenants' photographs, yet, the tenant identified multiple other deficiencies in the rental unit prior to occupying it.

In response the tenant submitted that the bedroom flooring was damaged prior to occupying the rental unit and alleged that the photographs provided by the landlord of the damage were actually photographs she had taken in July 2008. The tenant also provided a sworn affidavit that the damage in the bedroom flooring existed before she occupied the rental unit. The tenant did not provide evidence of the pictures she took prior to occupying the rental unit.

The tenant also submitted that she did not use the stove, oven or broiling pan and also states that the rental unit was vacate for a month prior to the move-out inspections so she states that she did not cause the appliance to be dirty. The tenant also argued that since she was in occupation of the rental unit for only three months she was not required to professionally clean it again. The tenant stated that she had the carpets cleaned on August 8, 2008 after moving into the rental unit. The tenant did not provide any evidence to support this statement.

The tenant also submitted that she had made arrangements with the upper unit tenants to take her possessions. She stated that the landlords failed to communicate properly with the upper unit tenants and removed this furniture when it was not necessary.

Finally the tenant argued that I should place greater weight on her affidavit evidence than the oral testimony of the landlord.

Analysis:

After considering all the evidence before me, including the documentary and oral evidence submitted I have found that I place the greatest weight on the move-in and move-out condition inspection reports than the tenant's affidavit and oral evidence that the damage in the bedroom was pre-existing. I am persuaded by the argument of the landlords that given the thoroughness of the tenant's inspection prior to the tenancy beginning this damage would have been identified. I am also not persuaded that the photographs submitted of the damage to the bedroom flooring were taken prior to the start of the tenancy. I accept the evidence of the landlords that this photograph was taken after the tenancy had ended in the absence of any evidence from the tenant

corroborating her statement that this photograph existed before hand. I accept the landlords' evidence that this damage was caused by the tenant.

I also do not accept the evidence of the tenant that she did not use the stove or oven for the duration of her three month tenancy. I find this statement to be contrary to the use of the rental unit. I accept that the tenant failed to clean the oven, stove top and broiler pan when vacating the rental unit.

I also do not accept the tenant's evidence that she had made arrangements to have the upper unit tenants take her possessions. First of all, the tenant failed to provide any evidence to support that this agreement was made and secondly, if the arrangements had been made the tenant remained responsible for the disposal of these items when the other party failed to collect them.

I accept the tenant's argument that it was not necessary to have the carpets professionally cleaned given the short term tenancy. This argument is consistent with the expectations outlined in the *Residential Tenancy Policy Guidelines* and I prefer this normal expectation over the terms of the tenancy agreement.

Having accepted the majority of the claims brought forward by the landlords I now turn my mind to the amount of damages claimed. The landlords confirmed that the linoleum in the bedroom was approximately 10 to 15 years old. I find that the linoleum had no further value given its age due to depreciation. However, the landlords are entitled to a reasonable portion of the repair cost due to the damage caused by the tenant. Although the landlords submitted that they had a quote for the replacement cost for the flooring this receipt or estimate was not actually provided. Therefore, I estimate that a reasonable assessment of the installation cost including removal would be \$200.00. I accept this as reasonable compensation due to the tear in the flooring caused by the tenant.

The landlords have requested \$150.00 for the disposal of the tenant's abandoned possessions on the basis that they had to travel two and half hours from their home, to the rental unit, to the dump and back. However, I do not accept that the landlords are entitled to their gas from their home to the rental unit as this is an expected expense as landlords. I only accept the actual costs incurred by the landlords based on the receipts submitted totalling \$67.00.

I accept the landlords claim for cleaning the stove, oven and broiling pan at \$50.00. I deny the landlords request to costs to clean the carpet at \$40.00.

I find that the landlords have established a total monetary claim of \$367.00. I Order that the landlords may deduct this sum from the tenant's security deposit plus interest of \$452.82. The remaining balance of the tenant's security deposit plus interest of \$85.82 is to be returned to the tenant.

Conclusion:

I have accepted the landlords' application in part. After the landlords deduct the established damages of \$367.00 from the tenant's security deposit there is an outstanding balance of **\$85.82** owed to the tenant. This sum should be pay directly to the tenant.

Dated February 05, 2009.

Dispute Resolution Officer