



Dispute Resolution Services

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

Decision

Dispute Codes: MND 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. The landlord's agent and both tenants participated in the teleconference hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on December 1, 2006. On November 17, 2006, the landlord collected a security deposit from the tenants in the amount of \$475. In February 2009 the landlord served the tenants with a one month notice to end tenancy for cause. The effective date of the end of tenancy was March 31, 2009. The tenants vacated the rental unit by the effective date of the notice. The tenants participated in a move-out inspection and signed the move-out inspection form, indicating that they agreed the landlord could retain part of the security deposit for the costs of cleaning the carpets and drapes. The landlord has claimed monetary amounts against the tenants as follows:

- 1) \$110 for carpet cleaning, as per the landlord's invoice
- 2) \$30 for drape/blind cleaning, as per the landlord's invoice
- 3) \$219.36 for outstanding Terasen gas bill

- 4) \$50 for general suite cleaning – the landlord submitted to show that the rental unit was not cleaned at the time of move-out, as well as an invoice for cleaning
- 5) \$150 for carpet repairs – the landlord submitted photographs of the carpet and an invoice for carpet repairs. The landlord's position was that the fraying of the carpets was done by the tenants and their pets
- 6) \$995 for loss of revenue for April 2009 – the landlord advertised but was unable to re-rent the unit until May 1, 2009.

The response of the tenants was as follows. The tenants agreed to the amounts claimed for the carpet and drapes cleaning, as well as for the Terasen gas bill. The tenants disputed the amount claimed for general cleaning, because they did cleaning before they moved out. Further, the tenants stated that they did not do a move-in inspection with the landlord at the outset of the tenancy, and it was not until some time in the summer of 2008 that the move-in inspection report was given to the tenants for them to fill out. The fridge was stained when the tenants moved in, and the carpets were quite stained. There is an inaccuracy in the move-in inspection form where it says the dishwasher was new at the beginning of the tenancy, as it was not new. The tenants also disputed the carpet repairs, as the carpet was quite old and badly stained when they moved in, and the landlord added the amount for carpet repairs after the tenants signed the move-out inspection report. The tenants disputed the landlord's claim for loss of revenue for April 2009.

Analysis

The landlord is entitled to the amounts claimed for the carpet and drapes cleaning, and for the Terasen gas bill, as acknowledged by the tenants. I find, based on the landlord's testimonial, documentary and photographic evidence, that the landlord is also entitled to the amount claimed for general cleaning. In particular, the photographs do depict some need for cleaning of items in the rental unit, and the landlord has not claimed an unreasonable amount for cleaning.

In regard to the carpet repairs, I am not satisfied that the tenants caused the damage or that the landlord is entitled to the cost of repairs. The move-in and move-out inspection report does not adequately indicate when the move-in inspection was conducted or on what date the tenants signed for the move-in inspection. The landlord did not give evidence regarding the age of the carpet. I therefore dismiss the portion of the landlord's application regarding carpet repairs.

In regard to lost revenue, I find that because the tenants did comply with the notice to end tenancy and move out on the effective date of the notice, the landlord is not entitled to the lost revenue for April. I therefore dismiss that portion of the landlord's application.

As the landlord's application was partially successful, the landlord is entitled to partial recovery of their filing fee in the amount of \$25, for a total claim of \$434.36.

Conclusion

I order that the landlord retain \$434.36 of the security deposit in full satisfaction of their claim. The amount of the security deposit and applicable interest is \$489.67, and I accordingly grant the tenants an order under section 67 for the balance due of \$55.31. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 20, 2009.