



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a Monetary Order to recover unpaid rent and for damage to the rental unit, an Order to keep all or part of the security deposit and a Monetary Order to recover the filing fee.

Service of the hearing documents was done in accordance with section 89 of the *Act* and were sent to the tenant by registered mail on June 17, 2009.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. The applicant and respondent did not call their witnesses to give evidence. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Has the landlord established a monetary claim due to the loss of rent and damage to the rental unit?
- Are the landlords entitled to keep all or part of the security deposit and interest?
- Is the landlord entitled to recover filing fees from the tenant for the cost of the application?

Background and Evidence

This tenancy started on September 15, 2008 and ended on May 30, 2009. Rent for this unit was \$1,600.00 per month due on the 1st of each month. No move in condition inspection report was completed at the time the tenants moved into the property. At the start of the tenancy there were two tenants who each paid a security deposit of \$400.00. When the co-tenant was evicted from the rental unit the remaining tenant cleaned the unit and carpets to make up the other half of the

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co-tenant security deposit and the landlords agreed that this now totalled \$800.00. No new tenancy agreement was entered into at this time.

The tenant paid \$800.00 towards her rent for May, 2009. This left a balance of \$800.00 outstanding. The tenant gave the landlords Notice to end the tenancy by May 30, 2009. The tenant agreed that the landlord's could retain the \$800.00 security deposit to cover the outstanding rent.

The tenant moved out on May 30, 2009 and cleaned the rental unit. The tenant testifies that she forgot to clean the oven, blinds and window tracks and left a broken chair in the back yard. The tenant asked the landlord to complete a move out condition inspection with her but the landlord was unable to attend until later in the evening. The tenant completed an inspection in the landlord's absence. The tenant has provided photographic evidence showing the clean condition the unit was left in.

The landlords carried out a move out condition inspection on the evening of May 30, 2009 and this document shows some minor damage and cleaning that was required. The landlords had the carpets professionally cleaned as the tenant had a pet cat and dog. The landlords paid to have areas of the unit cleaned namely the walls, baseboards, mouldings, windows, window tracks, bathrooms, appliances, closets and cabinets. The landlords testify that the back yard was un-kept. There were holes dug by the tenants' dog, dog faeces and uncut grass.

The tenant admits that the back yard grass was not cut as she was unaware that the landlords had left a lawn mower in the shed in the next door garden for her to use. She also testifies that she filled the dog holes with sand and packed them down. Two larger holes on the side of the house were there when she moved into the property and she covered one with a dog house.

Analysis

The landlord failed to complete a move in condition inspection report with the tenant when she moved into the rental property pursuant to section 23 of the Act. Without this move in condition inspection report it is difficult to ascertain the condition of the rental unit at the start of the

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tenancy and therefore any move out condition inspection does not clearly reflect what damage or cleaning, if any, a tenant is responsible for.

Under the *Residential Tenancy Act* section 32(2) a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

The tenant did keep a dog and a cat and although the tenant did clean the carpets when her co-tenant moved out in March, 2009 the Residential Tenancy Regulations state that a tenant may be expected to steam clean or shampoo carpets at the end of a tenancy, regardless of the length of tenancy, if she has had a pet which is not caged. Therefore, I will allow the landlords claim for carpet cleaning of **\$184.65**.

I Order the landlords to retain the tenants security deposit of \$800.00 in payment of any outstanding rent for the month of May, 2009. As the landlord has been partially successful with their claim they are entitled to recover half the filing fee paid for this application from the tenant.

A Monetary Order will be issued for the following amount:

Outstanding rent	\$800.00
Carpet cleaning	\$184.65
Less security deposit and accrued interest on original amount of \$400.00 paid by the tenant	(-\$801.77)
Total amount due to the landlords	\$207.88



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Conclusion

A Monetary Order in the amount of **\$207.88** has been issued to the landlord and a copy of it must be served on the tenant. If the amount of the order is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: August 05, 2009.

Dispute Resolution Officer