

Decision

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for damage to the unit, compensation for damage or loss under the Act / regulation / tenancy agreement, retention of the security deposit, in addition to recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on September 1, 2008. Rent in the amount of \$1,200.00 was payable in advance on the first day of each month. A security deposit of \$600.00 was collected on August 7, 2008. A move-in condition inspection and report were completed at the outset of tenancy, however, a copy of the report was not submitted in evidence.

The tenants provided the landlord with written notice to end the tenancy on June 28, 2009. Subsequently, the tenants vacated the unit on July 31, 2009. A move-out condition inspection and report were completed at the end of tenancy, however, a copy of the report was not submitted in evidence.

While the tenants claim to have cleaned the unit at the end of tenancy, the landlord claims she was required to spend 9.75 hours to clean the unit to an acceptable level. At the rate of \$25.00 per hour, the landlord seeks compensation of \$243.75 (9.75 x \$25.00).

As for the state of the carpets, the tenants claim to have vacuumed and shampooed them using their own and rented equipment. The landlord claims the carpets required

further cleaning at the end of tenancy and she submitted a receipt for cleaning from a professional carpet and upholstery firm in the amount of \$94.50.

In relation to the claim for damage to the linoleum, the landlord acknowledged that she did not repair or replace any of the linoleum at the end of tenancy, and agreed that the unit has now been sold. She took the position, however, that the damaged state of the linoleum was reflected in a reduction in the selling price. The landlord stated that the age of the linoleum varied from 3 to 6 years, depending upon where it was located in the unit.

An exchange of views between the parties during the hearing in regard to some of the circumstances surrounding the dispute, did not lead to a resolution of the dispute.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the parties participated in both, a move-in and move-out condition inspection, and that respective reports were completed. However, as earlier stated, a copy of neither of these reports was submitted into evidence.

As the landlord did not undertake to repair or replace any of the linoleum and, therefore, did not incur any direct cost, I dismiss this aspect of the landlord's claim. The landlord's argument that damaged linoleum contributed to a reduction in the selling price of the unit is, at best, inconclusive.

There are no pictures in evidence that conclusively support the landlord's claim that extensive cleaning was required in the unit following the end of tenancy. Further, while the landlord may have wished to undertake additional cleaning in order to attract a potential buyer, the standard of cleanliness to be achieved by the tenants is determined by what is deemed to be reasonable. In this regard, section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides in part, as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear....

Following from all of the above, as I am unable to conclude that the tenants did not clean the unit to a reasonable standard at the end of tenancy, I dismiss the aspect of the landlord's claim concerning time spent cleaning.

As for professional carpet cleaning undertaken by the landlord after the end of tenancy, after reviewing the receipt ("quite dirty in entry and both bedrooms, and at least a half dozen grease or oil based stains"), I am satisfied that further cleaning was required and that the landlord incurred related costs in the amount of \$94.50. Accordingly, I find the landlord is entitled to recover this particular cost.

As the landlord has been partially successful in her application, I find that she is entitled to recovery of one half the \$50.00 filing fee in the amount of \$25.00.

In sum, as for a monetary order I find the landlord has established entitlement to \$119.50 (\$94.50 + \$25.00). I order that the landlord retain this amount from the security deposit and return the balance of \$480.50, plus interest of \$3.61 owed to the tenants in the amount of \$484.11 (\$603.61 - \$119.50).

Conclusion

Following from all of the above and pursuant to section 67 of the Act, I hereby order the landlord to retain **\$119.50** from the security deposit, and pay to the tenants FORTHWITH the balance owed in the full amount of **\$484.11**.

DATE: December 1, 2009

Dispute Resolution Officer