



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

AMENDED DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for damages to the rental unit, for cleaning expenses and to recover the filing fee for this proceeding. The Landlord also applied to keep the Tenants' security deposit.

Issues(s) to be Decided

1. Is the Landlord entitled to compensation and if so, how much?
2. Is the Landlord entitled to keep the Tenants' security deposit?

Background and Evidence

This tenancy started on November 15, 1999 and ended on October 1, 2009 when the Tenants moved out pursuant to a 2 Month Notice to End Tenancy for Landlord's Use of Property. The Tenants paid a security deposit of \$625.00 at the beginning of the tenancy.

The Landlord claimed that a washer and drier were installed in the rental unit at the beginning of the tenancy but at the end of the tenancy they were missing. The Landlord had no knowledge of how old the washer and drier were. The Landlord claimed that the Tenants did not have the Landlord's written authorization to remove the washer and drier and that they would not have been given verbal authorization to do so.

The Tenants claimed that in 2002, they advised the then property manager for the Landlord that the washing machine "failed." The Tenants said they advised the property manager that they would purchase their own washer and drier and got her consent to store the Landlord's washer and drier in the garage. The Tenants claimed that approximately a year later, the garage roof started to leak and as a result, a number of their belongings were damaged by water. The Tenants said the washer and drier also had rust damage as a result of the leaky garage roof and as a result, the property manager advised the Tenants that they could dispose of the washer and drier which they did. The Tenants further claimed that the washer and drier installed in the rental unit at the beginning of the tenancy were not new.

The Landlord also claimed that the Tenants did not have the carpets professionally cleaned during the tenancy and as a result, they needed further cleaning at the end of the tenancy. The Landlord also claimed that during the move out inspection one of the

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Tenants walked through the rental unit wearing muddy boots. The Tenants claimed that early in the tenancy, the roof of the rental unit leaked on 4 separate occasions and “practically destroyed” the carpeting in the rental unit. The Tenants admitted that they did not have the carpets professionally cleaned throughout the tenancy but argued that they vacuumed the carpets every day to keep them clean.

Analysis

The Landlord argued that the Tenants would not have been given verbal authorization to dispose of the washer and drier as they alleged. Neither party provided any evidence from the Landlord’s former agent on this point. Even if the Tenants did not have the Landlord’s authorization as he suggested, I find that the washer and drier were at least 10 years old at the end of the tenancy and given that the washer failed in 2002, I find on a balance of probabilities that these appliances were likely much older than that. Given that the Landlord would only be entitled to claim the depreciated value of the washer and drier and given that the useful lifetimes of a washer and drier are 15 years, I find that the Landlord would not be entitled to compensation. Consequently, this part of the Landlord’s claim is dismissed without leave to reapply.

RTB Policy Guideline #1 (Responsibility for Residential Premises) states at p. 2 that a Tenant is responsible for periodic *cleaning* of carpets during the tenancy and generally responsible for *steam cleaning or shampooing* carpets after a tenancy of one year. However, a Landlord is responsible for cleaning carpets during a tenancy in the event of a water leak which is not caused by the tenant. Consequently, a tenant is not required to professionally clean carpets during a tenancy as long as reasonable standards of cleanliness are maintained.

In this case, I find that the Landlord had an obligation to professionally clean the carpets following the water leak in or about 2002 but did not do so. I further find that the Tenants had an obligation to professionally clean the carpets at the end of the tenancy but they did not do so. Consequently, I find that each Party should bear an equal share of the carpet cleaning expense and I award the Landlord one-half of the amount claimed or \$63.00. As the Landlord has only been partially successful in this matter, I award him one-half of the filing fee paid for this proceeding or \$25.00.

I order the Landlord pursuant to s. 38(4) of the Act to keep \$88.00 of the Tenants’ security deposit and to return the balance of it with accrued interest to the Tenants as follows:

Security deposit:	\$625.00
Accrued interest:	<u>\$56.86</u>
Subtotal:	<u>\$681.86</u>



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Less: Carpet cleaning:	\$63.00
Filing fee:	<u>\$25.00</u>
Balance owing:	<u>\$593.86</u>

Conclusion

A Monetary Order in the amount of **\$593.86** has been issued to the Tenants and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, 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: February 10, 2010.

Dispute Resolution Officer

NOTE: THIS DECISION CORRECTS AND REPLACES THE DECISION I ISSUED ON FEBRUARY 10, 2010 WHICH HAD A CLERICAL ERROR.