

## **DECISION**

Dispute Codes            MNSD, MND, MNDC, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$3813.21, a request that the respondent bear the \$50.00 cost of the filing fee paid for the application for dispute resolution, and a request that the landlord be allowed to retain the full security deposit towards this claim.

### Background and Evidence

The applicant testified that:

- They require that the carpets be professionally cleaned at the end of the tenancy and in this case the tenants did not do so. The carpets were left stained and therefore they had them professionally cleaned.
- The downstairs living room carpet was badly stained and as a result will have to be replaced. She does not know the age of the carpet but believes it was approximately 5 years old.
- The walls in the rental unit were in need of painting due to scuff marks and paint spots on the walls at the end of the tenancy.
- The tenant left the table behind at the rental unit and the landlords will have to remove this.

- A door was also found to be damaged at the end of the tenancy and will have to be repaired.
- These damages were not mentioned on the moveout inspection report, because the person they had doing the inspection was a novice property manager who did not do a proper inspection.

The applicant is therefore requesting an order as follows:

Professional carpet cleaning	\$115.50
Replace carpet	\$2833.95
Dispose of table	\$15.00
Repaired damaged door	\$40.00
Filing fee	\$50.00
Total	\$3169.95

The applicant further requests that they be allowed to retain the full security deposit towards this claim and that a monetary order be issued for the difference.

The respondent testified that:

- The carpets were not clean when they moved in however when they moved out she personally cleaned the carpets, and had cleaned them two to three times during the tenancy as well.
- The living room carpet was stained when they moved in and it's even mentioned on the move in inspection. Her children may have added one stain however since the carpet was already stained she fails to see how she should be responsible for the replacement cost.
- They had left a table behind because a prospective tenant had stated that they would like to have it. They are fully willing to come and remove the table however the landlord has never requested that they do so.
- They left the door in the same condition when they moved out as it was in when they moved in. It was always a difficult door as it was not aligned properly.
- The property manager did a thorough moveout inspection with the tenant at the end of the tenancy, and none of the things now claimed were mentioned at that time and

in fact the moveout condition report states that the rental unit was left in the same condition on move out as on move-in.

Witness for the tenant testified that:

- He was present during the move in inspection at the beginning of the tenancy.
- The carpets were only superficial clean at the beginning of the tenancy and already had yellow stains.
- The walls in the rental unit were in a lived in condition and had scuff and chip marks at the beginning of the tenancy.
- The door in question did not shut properly at the beginning of the tenancy.

The tenant therefore requests that this claim be dismissed in full and that the full security deposit be returned.

### Analysis

It is my decision that the applicants have not met the burden of proving any of their claims.

The landlords had a property manager do a moveout inspection with the tenants at the end of the tenancy, and even though the tenant testified that this was an extensive moveout inspection, the property manager found that the rental unit was left in the same condition on moveout as it was on move-in.

The whole purpose of a moveout inspection is to give both the landlord and the tenants the opportunity to inspect the entire property, and to list any deficiencies, if any exist. If the landlord failed to list any deficiencies on the moveout inspection, it is not reasonable for them to later claim that the inspection was not done properly and then claim numerous deficiencies.

Further the landlord's requirement that carpets must be professionally cleaned at the end of the tenancy is also not supportable under the Residential Tenancy Act. Under the Residential Tenancy Act 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 tenants have admitted to leaving a table behind, however since the landlord has never requested that they come and remove the table, and since the tenant stated they are fully willing to do so, I will not allow the landlords claim for compensation for removing the table.

### Conclusion

The landlord's application is dismissed in full without leave to reapply and I have issued an order for the landlords to return the full security deposit of \$847.50 to the tenants

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: July 07, 2010.

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Dispute Resolution Officer