

DECISION

Dispute Codes: MND, MNSD

Introduction:

This is the Landlord's application for a Monetary Order for damages to the rental property and for compensation for damage or loss.

The parties gave affirmed testimony at the Hearing.

Issues to be Decided

- Are the Landlords entitled to a Monetary Order for unpaid rent, damage to the RV site and compensation for the Landlord's labour in cleaning the rental unit?

Background and Evidence

The rental unit is a furnished trailer situated on a site at an RV park. The parties entered into a tenancy agreement on September 1, 2009, a copy of which was entered in evidence. The tenancy was an eight month term tenancy, expiring April 30, 2010. Rent was \$750.00 per month, due on the first day of each month. The tenancy agreement required the Tenants to pay a security deposit in the amount of \$375.00 and a "smoke damage" deposit in the amount of \$250.00. The Tenants were allowed to have a pet dog, but no pet damage deposit was required by the Landlords.

The Landlords testified that the Tenants had a tow truck, which the Landlords allowed the Tenants to park on a different site at a fee of \$3.00 per day, plus GST. The Landlords testified that the truck damaged the site, including a grassy area. The Landlords seek to recover the cost of repairing the site, in the amount of \$763.10.

The Tenants testified that they were allowed to park on the site for a daily fee and that there were no clear boundary markers on the site, which was under cover of snow.

They acknowledged that there were tire marks on the site, and stated that they had offered to repair the damage, but were refused. The Tenants stated that the damage to the site was caused by the poor drainage on the site. The Tenants further testified that the Landlord not only repaired, but improved the site and that they should not be made responsible for paying for improvements.

The Landlords testified that the Tenants ended the tenancy early and therefore the Landlords seek compensation for loss of rent. The Landlords testified that they were able to recover \$630.00 of the \$750.00 rent for the month of April, and are applying for the balance in the amount of \$130.00.

The Tenants testified that they provided the Landlord with notice on March 2, 2010, that they would be ending the tenancy early. The Tenants testified that the Landlords agreed to end the tenancy early on the condition that the Tenants pay full rent for the month of March, 2010 and \$100.00 per day for the two days in April that they remained in the rental unit and paid for hydro and propane to and including March 31, 2010. The Tenants testified that they satisfied the Landlords' conditions. The Tenants provided a copy of a letter from the landlords dated March 4, 2010, in evidence.

The Landlords testified that the Tenants did not leave the rental unit in a reasonably clean state at the end of the tenancy. The Tenants did not clean the oven and stove or shampoo the carpets. The Landlords seek compensation for their labour in cleaning the rental unit, in the amount of \$90.00 (6 hours at \$15.00 per hour).

The Tenants testified that they left the rental unit in a reasonably clean condition when they moved out. They stated that there was no move-in condition report done at the beginning of the tenancy and that the trailer was dirty when they moved in. They stated that they found mouse feces in the kitchen cupboards. They stated that the carpet had not been shampooed, but it was "spot cleaned".

Both parties provided photographs of the rental unit, purported to have been taken at the end of the tenancy.

Analysis

The photographs provided in evidence do not reveal any markers indicating where the tow truck was to be parked. The Landlords agreed that the Tenants could park their tow truck on site 22, for a fee of \$3.00 per day. There was no evidence that the Landlords gave the Tenants any warning that their tow truck was damaging the site, or that they were required to move their tow truck. The Tenants testified that they offered to repair the tire tracks, but were not allowed to do so, and that the Landlords had made improvements to the site for which they expected the Tenants to pay. The Landlords did not provide sufficient evidence to support their claim of \$763.10, and this portion of their claim is dismissed.

Based on the testimony and documentary evidence provided, I find that the parties entered into a mutual end of tenancy agreement. By letter dated March 4, 2010, the Landlords clearly set out the conditions they expected the Tenants to meet in order to end the tenancy early, and the Tenants complied with those conditions. Therefore the Landlords' claim for loss of rent in the amount of \$130.00 for the month of April, 2010, is dismissed.

The Residential Tenancy Act requires a landlord to perform a condition inspection of a rental unit at the beginning of the tenancy and at the end of the tenancy. No condition inspection was performed at the beginning of the tenancy. At the end of the tenancy, there was a condition inspection report done, a copy of which was provided in evidence. On the report, the Landlords have noted that the carpets require steam cleaning. The Tenants did not agree, noting that the carpets are clean with no stains or odour. The

Residential Tenancy Policy Guidelines provide that, when a tenant has a pet which is not caged, the tenant may be required to shampoo or steam clean the carpets.

I allow the Landlords a nominal amount for the cost of shampooing the carpets in the amount of \$50.00.

It is important to note that a security deposit or pet deposit cannot be more than the equivalent of $\frac{1}{2}$ a month's rent. In this case, the Landlords required a 'smoke damage' deposit, which I find is a security deposit and, combined with the \$375.00 security deposit, is above the allowable amount. I note that the Landlords did not seek to apply the security or "smoke damage" deposit towards satisfaction of their claim. If the Landlord is still holding any of the security deposit or "smoke damage" deposit, the amount remaining must be administered in accordance with Section 38 of the Act.

The Landlords have been partially successful in their application and are entitled to recover the cost of the filing fee from the Tenants, in the amount of \$50.00.

I hereby provide the Landlords with a Monetary order in the amount of \$100.00 against the Tenants.

Conclusion

I hereby grant the Landlords a Monetary Order in the amount of \$100.00 against the Tenants. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) 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 17, 2010.

Dispute Resolution Officer