



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC, MNR, MND, 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 the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

Landlord's application

The landlord had applied for a monetary order totalling \$1015.00 and also requested the \$50.00 filing fee; however at the hearing landlord reduced the claim by \$550.00 as follows:

- \$50.00 Hydro holdback no longer claimed as Hydro bills were paid.
- \$500.00 for unreturned keys, as the keys have now been returned.



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Tenant's application

The tenant's application is a request for a monetary order for \$1966.60 and a request that the respondent bear the \$50.00 cost of the filing fee.

Landlord's application

Background and Evidence

The landlord testified that:

- The tenants did not have the carpets and drapes professionally cleaned at the end of the tenancy, and since they had smoked in the rental unit, the carpets and drapes required cleaning. They are therefore asking for carpet cleaning costs of \$120.00 and drape cleaning costs of \$95.00.
- The tenant had cleaned the rental unit however they did not do a thorough cleaning job and as a result there was some extra cleaning to be done and therefore they are asking for two hours of cleaning for a total of \$50.00.
- The tenant also had a large fish tank in the living room of the rental unit, and that tank caused damage to the carpet that could not be repaired and therefore they are asking for \$200.00 to cover the cost of that damage. They are not asking for the full replacement cost of the carpets which would be approximately \$1500.00.
- There also requesting that the tenants bear the \$50.00 cost of the filing fee.

The total amount requested by the landlords is \$515.00 and they are requesting to retain the full security deposit towards this claim.

The tenant testified that:

- They thought the carpets and drapes were reasonably clean when they left the rental unit however they do admit that they did smoke in the rental unit for a period of time but had not for the past year, since their child was born.
- They thoroughly cleaned the rental unit and left it in a reasonably clean state and therefore do not believe they should have to pay for any further cleaning.
- Their fish tank did cause deep impressions in the carpet; however it is their belief that the impressions could be rectified by professional carpet cleaner.

The tenants therefore do not believe they should be paying anything further to the landlords.

Analysis

Carpets and drapes cleaning

It is my decision that I will allow the claim for carpet cleaning and drape cleaning.

The tenants admitted that they had smoked in the rental unit for a period of time and therefore it's reasonable to expect that the carpets and drapes should be properly cleaned at the end of the tenancy.

General cleaning

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 claim for general cleaning is therefore dismissed.

Carpet damage

I will allow the claim for carpet damage, because although the tenants believe that the carpets would come back to normal with professional cleaning, the landlord had the carpets professionally cleaned and the indentation would not come out.

I have therefore allowed \$415.00 of the landlords claim, and I also allow the filing fee of \$50.00, for a total of \$465.00.

Tenant's application

Background and Evidence

The tenant testified that:

- The landlords did not participate in a move-out inspection, and therefore he wants the full security deposit of \$375.00 returned.
- The landlords demanded overpayments of late fees for late rent, and over the term of the tenancy they paid \$450.00 in extra late fees, over and above the \$25.00 allowed by the Residential Tenancy Act. He is therefore requesting the return of the \$450.00 overpayment.
- They had a rodent problem in the rental unit which was not rectified by the landlords and since they believe it was unhealthy for their infant, they decided to vacate the rental unit. They are therefore asking to be compensated for moving costs totalling \$91.60 and also believe that the landlord should cover their first month's rent at their new rental unit.

The landlord testified that:

- The tenant left the rental unit in need of cleaning and repairs that exceeded the amount of the security deposit.
- The tenants are claiming late fees however the receipts that they have supplied make no mention of any late fees and therefore they are not clear on whether or not the amounts claimed by the tenants were for late fees or not.
- It is their belief that they took reasonable steps to deal with a rodent problem in the tenants rental unit. I also believe that the problem was exacerbated by the fact that the tenants had a bird in the rental unit and that bird food was falling onto the floor and attracting rodents.
- They had a professional pest control company deal with a rodent problem and it is their belief that had the tenants stayed the problem would have been rectified and there was no need for them to vacate.

Analysis

Security deposit

The landlords do hold the security deposit of \$375.00, and since the landlords failed to participate in the move-out inspection, they do not have a right to claim against that deposit for damages. I therefore do allow the tenants claim for their security deposit of \$375.00 plus interest of \$11.73, for a total of \$386.73.

Late fee overpayment

It is my decision that the tenant has not met the burden of proving this portion of the claim. The tenant has supplied numerous rent receipts with varying amounts on the receipts however there is nothing specific to show what those amounts were for and although the tenant claims they were for late fees they have provided no evidence in support that claim. The claim for overpayment of late fees is therefore dismissed.



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Rodent problem

I also deny the claim for moving costs and first month's rent at the new rental property, because I am not convinced that the landlords were not taking reasonable steps to deal with the rodent problem, as the landlord had hired a professional pest control company.

It is also possible that the problem was exacerbated by the birdseed falling from the tenant's pet bird's cage.

I have therefore allowed \$386.73 of the tenants claim and I also order that the landlord bear the \$50.00 cost of the filing fee paid by the tenants for a total of \$436.73

Conclusion

I have allowed \$465.00 of the landlords claim, and I have allowed \$436.73 of the tenants claim. I therefore set off \$436.73 against the \$465.00, and have issued an order for the tenant to pay \$28.27 to the landlord.

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: November 22, 2010.

Dispute Resolution Officer