



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNL, FF, MNDC, RR

Introduction

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

I also took some oral testimony from the parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

Before starting the hearing I dealt with some preliminary issues.

The tenants requested a substantial monetary amendment to their application that would have increased the claim by over \$16,000 however it is my decision that I am not willing to allow an amendment on such short notice.

I also informed the parties that I would not be considering any of the late evidence that was submitted for today's hearing.

The tenants had also requested that summonses be issued for numerous people however I informed the tenants that I would only issue a summons if it was found necessary as the hearing progressed.



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The tenants also requested an adjournment of the hearing to allow them more time to respond to information received from the landlords however since I am not allowing the late information sent by the landlords, I am not willing to adjourn the hearing.

Therefore the issues I am dealing with at today's hearing are the tenant's initial request to be compensated for professional cleaning costs, carpet cleaning costs, personal time spent cleaning, and lack of useful enjoyment of the property due to the need for cleaning.

Decision and reasons

The tenants had claimed that the rental unit was not properly cleaned when they moved in and as a result they want to be paid the following amounts:

NuMaid Cleaning service	\$1073.52
Personal time spent cleaning	\$150.00
Loss of useful enjoyment of the property	\$600.00
Total	\$2047.52

However after initially asking the landlords to do further cleaning in the rental unit, the female tenant both phoned and e-mailed the landlords stating that they would take care of the cleaning.

In the phone call she stated in part:

They thought about it overnight and it is so not a big deal. We will just take care of it and clean it to the way we like it and I apologize for the inconvenience this has caused.

In the e-mail she stated in part:

Having had a chance to sleep on the situation, we will just proceed with our move-in and deal with the cleaning ourselves.

In neither the e-mail nor the phone message does the tenant ever state that they expect to be compensated for the cleaning and in fact the tone of the messages makes it sound as if the cleaning is not a big issue.

It is my decision that by phoning and e-mailing the landlords and stating that it was no big deal and that they would take care of the cleaning themselves, the tenants released the landlords from any obligation to do any further cleaning.

Further since the tenants did not state that they would be pursuing compensation for the cleaning and as previously stated made it sound as if it was not a big issue, they cannot then come back later and claim it was a big issue and expect to be paid.

I therefore will not allow any of the monetary claims requested by the tenants.

The tenants had also, initially, disputed a two month Notice to End Tenancy that was given to them by the landlords however, they have subsequently decided to vacate the rental unit pursuant to that notice, and no longer want the Notice to End Tenancy cancelled.

Both in writing and at the hearing however, the tenants requested that I make a finding on whether or not the Notice to End Tenancy was a valid notice.

If the tenants were still pursuing their request to have the Notice to End Tenancy cancelled, I would deal with the matter and make a finding however it is my decision



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that since the tenants have decided to vacate pursuant to that notice I will not make any finding as to the validity of the original notice.

Conclusion

The tenant's application is dismissed in full without leave to reapply.

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 30, 2010.

Dispute Resolution Officer