



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD; FF; O

Introduction

This is the Landlord's application to retain a portion of the security deposit for damages to the rental unit; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

Issues to be Decided

- Is the Landlord entitled to retain \$297.50 from the security deposit for shampooing the carpets and cleaning the drapes at the end of the tenancy?

Background and Evidence

This tenancy started on April 1, 2005. A copy of the tenancy agreement was provided in evidence. The Tenants paid a security deposit in the amount of \$860.00 on January 31, 2005.

On June 7, 2010, the Tenants gave the Landlord their written Notice to end the tenancy effective July 31, 2010. The Tenants moved out of the rental unit on July 7, 2010.

A Condition Inspection Report was performed, with both parties present, on July 20, 2010. A copy of the Condition Inspection Report was entered in evidence. The Tenants did not agree that the Report fairly represented the condition of the rental unit. In particular, the Tenants believed the carpets and drapes were cleaned to a reasonable standard and therefore they should not be charged for extra cleaning.

The Landlord's agents testified that there is a clause in the tenancy agreement that provides for professional cleaning of the carpets and drapes at the end of the tenancy. The Landlord's agents submit that they were not professionally cleaned and therefore the Tenants should pay for professional cleaning.

The Tenant's advocate submitted that the carpets and drapes were not professionally cleaned before the Tenants moved into the rental unit and therefore, pursuant to the clause in the tenancy agreement, the Tenants should not be responsible for paying for professional cleaning at the end of the tenancy. The Tenant's advocate referred to the invoices provided in evidence by the Landlord. The invoice for the carpet cleaning is dated "March 8th – 9th", but does not disclose the year. The invoice for the drape cleaning indicates that the drapes were cleaned by an individual, and not a professional company. The Tenant's advocate submitted that the drapes were cleaned by the building manager, who simply laundered them.

The Tenant's advocate submitted that the previous tenants were heavy smokers and that the Tenants had to clean the drapes themselves when they moved into the rental unit. The Landlord's agents stated that they could not comment on this portion of the Tenants' submissions because they were not there at the beginning of the tenancy.

Analysis

Clause 31 of the tenancy agreement states, in part:

"If the carpets and window coverings are new or professionally cleaned at the start of the tenancy, the tenant will pay for professional cleaning at the end of the tenancy."

Clause 42 of the tenancy agreement states:

"OTHER. Carpets & drapes to be cleaned when suite vacated"

Based on the testimony and documentary evidence provided by both parties, I find that the Landlords have not established that the carpets and drapes were “professionally cleaned at the start of the tenancy”. The Landlord’s agents did not dispute that the Tenants cleaned the carpets and drapes at the end of the tenancy.

The Landlord’s claim is therefore dismissed. The Landlord has not been successful in its application and is not entitled to recover the filing fee from the Tenants.

I order the Landlord to return the Tenants’ security deposit, together with accrued interest of \$30.43, to the Tenants forthwith.

Conclusion

I hereby provide the Tenants with a Monetary Order in the amount of \$890.43 against the Landlord. This Order must be served on the Landlord 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: December 07, 2010.
