

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order to retain a portion of the Security Deposit to cover the costs of cleaning from when the tenants vacated the rental unit. Both parties participated in the teleconference hearing and gave affirmed testimony.

Issue(s) to be Decided

Is the landlord entitled to a portion of the security deposit to cover cleaning costs?

Background and Evidence

The matter heard was a thirteen year tenancy that ended on January 31, 2011. A move out inspection report was done on January 28th, 2011 and both tenant and landlord were present. The tenant gave evidence that they did not agree that they should have to clean the carpets after thirteen years because they felt they were worn and tattered and should be replaced. The landlord gave evidence that the carpets have been cleaned are in very good shape and are in use.

Analysis

Residential Tenancy Policy Guideline Section 1. Landlord and Tenant – Responsibility for Residential Premises states that in regards to Carpets;

Section (3) The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

Through the testimony of the tenants themselves they admitted that they tried to take good care of the carpet but did however stain it on several occasions without successfully getting the stains out. Also, the age of the carpet is not an issue as the

landlord testified that the carpet was cleaned and the unit rented without the need to replace it. Upon moving out the landlord calculated that the tenant was entitled to the security deposit of \$650.00 plus accrued interest over thirteen years of \$80.31 for a total of \$730.31. The landlord withheld 193.20 to cover the costs of cleaning the carpets from this total.

Conclusion

As for the monetary order, I find that the landlord has established a claim for \$193.20 in cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$193.20 of the security deposit that they have withheld in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Division of the Provincial Court 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: March 03, 2011.

Residential Tenancy Branch