



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND MNSD

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial compensation of the monetary claim. Both landlords and both tenants participated in the teleconference hearing.

### Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on October 31, 2009 and ended on December 31, 2010. At the outset of the tenancy, the landlord received from the tenants a security deposit in the amount of \$1000. The rental property included a house, a barn and fields. The tenants had horses that they kept on the property during the tenancy. The landlord and tenants agreed that at the outset of the tenancy, the landlord provided the tenants with a move-in inspection report and asked the tenants to fill it out themselves and send it back to the landlord. The landlord did not submit a copy of that report in their evidence.

The landlord has claimed \$418.88 for carpet cleaning and \$1022.34 for fence and gate repairs. The evidence of the landlord regarding their claim was as follows.

The tenants did not have the carpets cleaned upon move-out. The landlord provided a quote for carpet cleaning in the amount of \$418.88.

The tenant's horses caused damage to some of the wire fencing on the property, several fence posts, and two steel gates. The landlord received two quotes for repairs to these items, in the amounts of \$1340.77 and \$1022.34. The landlord has not yet carried out this work, as he is waiting for warmer weather.

The response of the tenants was as follows. The landlord's claim ought to be dismissed in its entirety, as the landlord did not comply with the requirements under section 23 of the Act regarding a move-in inspection report. The landlord and tenants did not do a joint move-in inspection, and the report that was produced did not include any of the fences, posts or gates.

The tenants acknowledged that they did not have the carpets cleaned when they moved out, but they did not agree to steam-clean the carpets. If the tenants were responsible for cleaning the carpets, they would not have paid \$400 for the cleaning. At move-out the landlord told the tenants that the carpets were clean and undamaged.

The tenants acknowledged that their horses may have leaned against the fence posts, but this is normal behaviour for horses and would amount to normal wear and tear. One of the horses did lean over one of the gates and bent it, but again this was normal wear and tear. The same horse also leaned on the wire fence in one spot and damaged it, but that type of fencing is for sheep, not horses. The tenant was prepared to repair that portion of the fence, but the landlord said he would take care of it himself.

### Analysis

In regard to the costs for carpet cleaning, I find that the landlord is entitled to the amount claimed. Tenants are generally responsible for professionally cleaning carpets at the end of the tenancy, and in the absence of a written agreement stating that the tenants would not be required to do so, I find that in this case the tenants were responsible for professionally cleaning the carpets. The tenants did not provide evidence to establish that the amount claimed by the landlord was unreasonable. I therefore find that the landlord is entitled to \$418.88 for carpet cleaning, as claimed.

In regard to the remainder of the landlord's claim, I find as follows. The landlord did not submit a copy of the move-in inspection report or other substantive evidence to establish the condition of the fencing, gates or fence posts at the beginning of the tenancy. The tenants acknowledged that their horses did cause some damage to these items, but it is not clear how much of the damage would or would not have resulted based on the age of the items. The two quotes provided by the landlord do not provide a breakdown of the costs for each item and the labour for replacing each. Additionally, the landlord has not yet had this work done. For all of these reasons, I find that the landlord has not substantiated their claim for these items. Accordingly, I dismiss the remainder of the landlord's claim.

Conclusion

The landlord is entitled to a total claim of \$418.88. The landlord may retain that amount of the security deposit in full compensation of their claim. The landlord must return the remainder of the security deposit. I grant the tenants a monetary order for the balance of \$581.12. This order may be filed in the Small Claims 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 21, 2011.

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Residential Tenancy Branch