



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord and the tenant.

The tenant had arranged for a witness to attend the hearing. At the start of the hearing I asked the tenant to have the witness leave the room until such time as his testimony was needed. The tenant confirmed the witness had left the room.

When it came time to call the tenant's witness to testify it was clear the witness had been in the room all along. The tenant confirmed the witness had heard the testimony provided. In accordance with Rule 11.1 of the Residential Tenancy Branch Rules of Procedure, I excluded the tenant's witness.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for cleaning, carpet cleaning, garbage removal, and drapery cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on July 19, 2007 for a 1 year fixed term tenancy that began on August 1, 2007 and converted to a month to month tenancy on August 1, 2008 with rent due on the 1st of each month and a security deposit of \$462.50 was paid on July 19, 2007. The rent at the end of the tenancy was \$1,010.00.

Despite the tenant having a judicial order to stay an order of possession pending a new hearing regarding a previous Application Dispute Resolution submitted by the landlord, the parties confirmed the tenant vacated the rental unit after the tenant gave notice to end the tenancy on January 31, 2011. The parties also confirmed the tenant vacated the rental unit on February 3, 2011.

The tenant does not dispute any of the rent charges including parking and credit adjustments for payments made by the tenant; plants; and a previous Dispute Resolution decision totalling \$876.29.

While the landlord had originally claimed \$135.00 for cleaning and \$55.10 for hauling, during the hearing the parties agreed to a total of \$100.00 for these two charges.

The landlord also claimed \$123.20 for carpet cleaning and \$60.00 for drapery cleaning. The tenant disagrees with this amount and asserts the landlord's agent told the tenant there was no need to complete this cleaning as both items would be replaced. The tenant stated the witness could confirm the discussion. The agent testified he could not recall any such discussion.

The landlord's agent testified the carpets and drapes were not replaced but were cleaned. The landlord offered to reduce these two items by 2/3 of the total cost incurred by the landlord. The landlord provided photographic evidence of the condition of the rental unit as of the move out inspection date.

The tenant asserts that the landlord refused to allow the tenant time to clean the rental unit. The parties agreed that the tenancy ended on February 3, 2011, 3 days after the effective date of the tenant's notice to end the tenancy by January 31, 2011. The landlord's agent testified the owner denied the tenant's request to return possession of the unit on February 5, 2011 but noted the tenant was allowed to overhold until February 3, 2011 at no charge.

Analysis

I accept the parties agree to a total of \$976.29 as noted above. In regard to the two remaining items of carpet cleaning and drapery cleaning, I find that where verbal agreements are clear and both the landlord and tenant agree on the interpretation, there is no reason why such terms cannot be enforced. However when the parties disagree with what was agreed-upon, the verbal terms, by their nature, are virtually impossible for a third party to interpret when trying to resolve disputes as they arise.

I therefore find I cannot rely on the tenant's assertion that the landlord advised not to clean the carpets or drapes and must rely on the expectations as outlined in Residential Tenancy Policy Guideline #1 that stipulates a tenant will be held responsible for cleaning carpets after a tenancy of at least 1 year duration and that a tenant is expected to leave internal window coverings clean when vacating a rental unit.

Conclusion

For the reasons noted above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,209.49** comprised of \$876.29 rent owed; \$100.00 cleaning and hauling; \$123.20 carpet cleaning; \$60.00 drapery cleaning; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$472.64 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$736.85**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 27, 2011.

Residential Tenancy Branch