



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

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

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$1395.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicants testified that:

- At the end of the tenancy they did a walk-through with the tenants and at that time told the tenants that everything was fine and they returned the full security deposit of \$800.00.
- They did not complete a move out inspection report, because they had been returning the full security deposit and did not think it was necessary.

- On further inspection they discovered that the carpet in one of the rooms had a bad urine smell and they notice that a piece of moulding was damaged. They therefore contacted the tenants and inform them that there may be some expenses as a result.
- The tenant came and viewed the damage and returned the full security deposit to await a new assessment of the cost of repair.
- They initially thought that the carpet would just need to be cleaned and therefore did not expect the expense would be that high however the carpet would not come clean, and the smell would not come out of the carpet and as a result the carpet needed to be replaced.
- When they informed the tenant that they thought the carpet would need to be replaced the tenants refused to cooperate with them and insisted that the full security deposit be returned to them.
- Therefore since they knew there were time limits on returning the security deposit that may result in penalties if they were not met, they again returned the full security deposit to the tenants.
- Since the tenants were not cooperating with regards to the damage to the carpet, they decided that they would charge the tenants for all the damage that was caused during the tenancy, some of which they had previously been willing to overlook.
- They are now asking for a total of \$630.00 for damages as well as the \$765.00 replacement cost of the carpet.

The respondent's testified that:

- At the initial walk-through the landlord did not point out any damages to the rental unit, and in fact stated that everything was fine and returned to their full security deposit.
- Later the same day the landlord phoned the them stated there was a smell and the staining in one of the basement bedrooms and asked if we could come and look at it.

- I went and looked at the carpet and did agree that there was a stain but could not smell anything and at that time they also showed me a piece of moulding that was broken which he stated would cost \$14 to replace.
- I therefore gave back the security deposit cheque to the landlord in good faith so they could have the carpet cleaned and replace the moulding. We expected a charge of maybe about \$100.00.
- The landlord later ripped out the carpet without our knowledge and then informed us that there were more stains to the carpet that would not come out and there would not be much left from our security deposit.
- We informed the landlords are we do not agree with to this since this damage was being claimed well after the end of the tenancy and after the initial walk-through had found no damage.
- We therefore inform the landlords that we would be pursuing the return our security deposit through the Residential Tenancy Branch, and as a result we believe the landlords have fabricated this claim against us.
- We therefore believe that other than a charge for carpet cleaning and a small charge for the repair of the moulding, this full claim should be dismissed.

Analysis

It is my decision will only allow a small amount of the applicants claim.

Both sides agreed that an initial walk-through of the rental unit was done at the end of the tenancy and that, at that time, no significant damage was found, and the full security deposit was returned.

The landlord never produced an actual move out inspection report; however it is my decision that the landlords are bound by that initial move out inspection, and cannot come back at later date and state that they are now going to charge the tenant for

cleaning and damages that were not pointed out or noted at the move out inspection, unless it's something that the tenant agrees to pay for.

In this case the tenants did agree to pay for a minor repair to a moulding and for cleaning of the carpets and therefore I will allow a small amount to cover these costs.

I will not allow the landlords claims for any further cleaning and repairs or for the replacement of the carpet.

The total amount I will allow his \$100.00

I also deny the request for recovery of the filing fee.

Conclusion

I have issued an order for the respondents to pay \$100.00 to the applicants.

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: August 09, 2011.

Residential Tenancy Branch