



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNFD, MNDC, MNR, MNSD, 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. At the hearing it was revealed that the landlord did not have copies of the tenants photo evidence however the landlord chose to proceed with the hearing in the absence of that evidence.

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 \$2459.20 a request to retain the full security deposit of \$892.50 towards the claim. The applicant is also requesting recovery of the \$50.00 filing fee

Background and Evidence

The applicant testified that:

- On August 17, 2011 they were awarded an Order of Possession for two days after service on the tenants.

- The tenants requested extra time and eventually vacated the rental unit on August 29, 2011.
- They were unable to re-rent the unit for September 1, 2011 and in fact the unit was not re-rented until September 23, 2011, and therefore they lost \$1480.94 rent for the month of September 2011.
- This is a very large rental unit and although the tenants did do some cleaning in the rental unit there was still 10 hours of cleaning required and therefore they are requesting \$200.00 for cleaning.
- In the rental agreement the tenants agreed to have the carpets professionally cleaned at the end of the tenancy however they failed to do so and as a result they had the carpets cleaned at a cost of \$123.20.
- The tenants had cats in the rental unit and while at the rental unit the landlord was bitten on the ankle and therefore they treated the rental unit for fleas, and are asking for \$35.00 for materials and \$90.00 for labour.
- They also had to repair the carpet in the rental unit because the carpet had been damaged by the cats and the cost to repair the carpet is \$150.00.
- They provided photo evidence to show the need for cleaning and repairs.

The applicants are therefore requesting a reduced claim of \$2079.14.

The respondents testified that:

- They left the rental unit in a very clean condition at the end of the tenancy and do not believe that they should be charged for any further cleaning.
- They provided photo evidence to show how clean they left the rental unit.
- They did not clean the carpets however the carpets were left vacuumed and did not require any further cleaning in their opinion.
- There were no fleas in the rental unit when they lived there as their cats were regularly treated by the veterinarian to ensure that they did not have fleas.
- The damage to the carpets was normal wear and tear as the carpets were fraying along the edges when they moved into the rental unit this was not damage caused by their cats.

The respondents therefore do not believe that any of the claim is justified.

Analysis

It is my decision that I will allow a portion of the landlords claim as follows:

I allow the claim for lost rental revenue for the month of September 2011, because the landlords were put in a difficult position when the tenants requested extra time to vacate the rental unit and as a result they were unable to re-rent the unit until September 23, 2011. It is my decision that the tenants are liable for that lost rental revenue.

I also allow the claim for carpet cleaning, as this was a 3 1/2 year tenancy, and it's reasonable to expect that the tenants will have the carpets cleaned at the end of a tenancy of that length.

I deny the claim for cleaning as it is my finding that the tenants left the rental unit in a reasonably clean condition. Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

I also deny the claim for de-fleaing the carpet, because the landlord has not met the burden of proving that there were fleas in the carpets at the end of the tenancy. The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

I will allow the claim for repairing the carpet; because it is my finding that the photo evidence shows that this damage was more than normal wear and tear.

I will allow recovery of the \$50.00 filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

Lost rental revenue	\$1480.94
Carpet cleaning	\$123.20
Carpet repair	\$150.00
Filing fee	\$50.00
Total	\$1804.14

Conclusion

I have allowed at \$1804.14 of the applicants claim and I therefore order that the applicants may retain the full security deposit of \$892.50 and have issued a monetary order in the amount of \$911.64

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: November 28, 2011.

Residential Tenancy Branch