



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, 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 the landlord's agent and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning and carpet 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 tenant provided a copy of a tenancy agreement signed by the parties on December 18, 2009 for a 1 year fixed term tenancy that required the tenant vacate the rental unit at the end of the fixed term for a monthly rent of \$850.00 due on the 1st of each month with a security deposit of \$425.00 paid on December 18, 2009. The tenancy continued until October 30, 2011 when the tenant vacated the rental unit. The tenant confirmed that he had two cats during the tenancy.

The landlord seeks compensation in the amount of \$100.00 for general cleaning based on 9 hours of cleaning at \$12.50, which is the landlord's standard rate. The landlord submitted into evidence a copy of a move out Condition Inspection Report completed on October 30, 2011, unsigned by the tenant and a typewritten statement, dated November 1, 2011 explaining the landlord's claim.

The tenant submitted photographic evidence of the condition of the rental unit at the end of the tenancy. The tenant testified he cleaned the unit for about 5 hours and included cleaning the appliances, the windows and blinds, vacuumed the carpet. The tenant acknowledges that he did not clean the balcony because he never used it during the entire tenancy.

The landlord testified that the tenant had not moved out the appliances to clean behind them; that the blinds required being wet wiped not just vacuuming; that all the walls needed to have the fine cat hair wiped down; and the balcony.

In the landlord's written submission dated November 1, 2011 she states: "I realize that to prepare this unit for vacancy I will need minimum of 8 hours of cleaning in order to put this unit up to the standard for renting: All kitchen cabinets, appliances, light fixtures, walls, windows, doors, balcony, bathroom, all floors especially corners were dirty covered with fine cat hair.

The Condition Inspection Report makes no mention of any problems with the kitchen cabinets; light fixtures; doors; bathroom, except for cat hair on the walls and a dirty ceiling; or the floors having cat hair. The Report indicates the kitchen appliances all required cleaning but there is no mention of behind or underneath the appliances.

The landlord seeks also compensation, in the amount of \$84.00 for having the carpets professionally cleaned at the end of the tenancy. The tenant asserts that because the carpets had not been professionally cleaned or new at the start of the tenancy there was no requirement for him to have them professionally cleaned at the end of the tenancy, as is required in clause 23 of the tenancy agreement.

Analysis

Section 37 of the *Act* states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find, based on the photographic evidence and the contradictory submissions as to what was dirty from the landlord that generally the tenant has complied with the requirements under Section 37.

As such, I dismiss the portion of the landlord's Application seeking compensation for cleaning with the following exception: I accept from the tenant's testimony that he failed to clean the balcony and despite his assertion that he never used it during the tenancy; he is still responsible for its condition on vacating the unit. I find, based on the landlord's description of charges that the landlord is entitled to \$10.00 for cleaning the balcony.

Residential Tenancy Policy Guideline #1 states that a tenant will be held responsible for steam cleaning or shampooing carpets after a tenancy of one year. The Guideline goes on to say that a tenant may be expected to steam clean or shampoo carpeting at the end of the tenancy if the tenant has had pets that were not caged.

From the evidence before me, I accept the tenant had two cats and the tenancy lasted for 22 months. I therefore find that the tenant was required to have the carpets steam cleaned or shampoo, and from the tenant's testimony he only vacuumed the carpets, therefore I find the landlord is entitled to compensation for carpet cleaning in the amount requested.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$119.00** comprised of \$10.00 cleaning; \$84.00 for carpet cleaning; and \$25.00 of the \$50.00 fee paid by the landlord for this application, as the landlord was only partially successful in this claim.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$425.00 in satisfaction of this claim. I grant a monetary order to the tenant for return of the balance of the security deposit in the amount of **\$306.00**.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant 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: January 25, 2012.

Residential Tenancy Branch