



# 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 was convened in response to an application filed by the landlord seeking a monetary Order for damages, an Order to be allowed to retain the security deposit and an Order to recover the filing fees paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

### Issue(s) to be Decided

Is the landlord entitled to the Orders claimed?

### Background and Evidence

The landlord submitted a condition inspection report prepared at move-in and at move-out which occurred on May 31, 2012. The landlord attended on May 31, 2012 to complete the report as the tenants had agreed to vacate by 1:30 however the tenants had not completely moved out of the rental unit. The landlord's agent completed the report as best she could noting that the rental unit had not yet been cleaned nor carpets shampooed. The landlord submits that they allowed the tenants until June 1 to complete their move-out and cleaning. The landlord submits that the rental unit was still not properly cleaned on June 1<sup>st</sup> and the tenants signed the move out inspection report agreeing that the landlord could retain \$600.00 of their \$1,600.00 deposit to cover cleaning, carpet cleaning and damages. The landlord states that when they were able to get an estimate of the cost of removing stains from the carpet they realized the cost was going to be more than they had anticipated on the Condition Inspection Report. The landlord now seeks \$1,096.00 in total. The landlord re-rented the premises effective June 1, 2012.

The tenant's agent testified that the tenants did have the carpets cleaned. She notes that the rental unit was not cleaned when they moved in.

### Analysis

On the Condition Inspection Report the tenants agreed that the landlord could keep \$600.00 of their security deposit. I will therefore allow this sum. The landlord is now also claiming an additional \$446.00 based on an estimated cost to remove the stains from the carpet including taxes. The landlord has not supplied invoices for the cleaning only an invoice. The landlord has supplied photographs of the stains however these photographs do not convince me that the stains are so severe that, in addition to the \$150.00 already charged for carpet cleaning, the landlord will incur a further \$300.00 plus taxes in cleaning charges. Further, the landlord gave evidence that he has already re-rented the premises without having removed the stains and the fact that new tenants were willing to move in without having had the stains removed suggests that the stains were not so severe. On a balance of probabilities I find this to be the case.

I will therefore allow the landlord to retain \$600.00 of the tenant's \$1,600.00 deposit and I direct that the landlord return \$1,000.00 to the tenant forthwith. I will not grant the landlord the \$50.00 filing fee paid for this application because he has been unsuccessful in his claim and as he already had permission from the tenants to retain \$600.00 of the deposit this claim was not required.

### Conclusion

The tenant is provided with an Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. This is a final and binding Order as any Order of the Provincial Court of British Columbia.

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, 2012.

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Residential Tenancy Branch