



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

Some documentary 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 in the amount of \$330.80, and a request to retain the full security deposit towards this claim. The applicants are also requesting recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- The tenant left the carpets in the rental unit reasonably clean, however the tenancy agreement requires that the carpets be professionally cleaned at the end of the tenancy and in this case the tenant failed to do so. Therefore they had the carpets professionally cleaned.
- The tenant also did a reasonable job of cleaning the rental unit, however a further 4 hours of cleaning was required due to some deficiencies in the cleaning. They are however willing to reduce that to 3 1/2 hours as part of that 4 hours included cleaning not required to be done by the tenant.
- The tenant also failed to pay his full \$750.00 rent for the month of May 2012. The tenant paid \$600.00 and therefore \$150.00 is outstanding.

The applicant is therefore requesting an order as follows:

Carpet cleaning	\$100.80
Outstanding rent	\$150.00
Filing fee	\$50.00
Total	\$370.80

They further request an order allowing them to keep the full security deposit of \$300.00 towards the claim and request that a monetary order for \$70.80 be issued.

The respondent testified that:

- The carpets were old and in very poor condition when he moved into the rental unit, however he kept them clean and left them in as good condition when he vacated as when he moved in.
- He did a thorough job of cleaning the suite, and he fully disputes the request for any further cleaning to the rental unit.
- He believes his rent should only have been \$600.00 per month not \$750.00; however he does admit that there was a previous hearing in which it was found that \$750.00 is the amount of the monthly rent.

Analysis

Carpet cleaning and suite cleaning

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, and in fact the landlord testified that the tenant did leave both the carpet and the rental unit reasonably clean.

The landlord has argued that the tenancy agreement states that the tenant will have the carpets professionally cleaned, however as stated above the Residential Tenancy Act only requires the tenants maintain a reasonable standard of cleanliness, and therefore this clause conflicts with the requirements of the Act it is therefore unenforceable.

I therefore deny the landlords request for carpet cleaning costs and suite cleaning costs.

Outstanding rent

There was a previous dispute resolution hearing at which it was found that the tenants rent is \$750.00 per month, and therefore since the tenant has only paid \$600.00 I allow this portion of the landlords claim.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have allowed \$200.00 of the landlords claim, and I therefore order that the landlords may retain \$200.00 of the security deposit and have issued an order for the landlords to return \$100.00 to the tenant.

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: September 24, 2012.

Residential Tenancy Branch