



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, FF / MNSD, FF

Introduction

This hearing was scheduled in response to 2 applications: i) by the landlords for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee; and ii) by the tenants for a monetary order as compensation reflecting the return of their original security deposit / and recovery of the filing fee.

A review of the applications serves to clarify that the landlords actually seek to retain a part of the tenants' security deposit (MNSD), in addition to recovery of the filing fee.

Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on October 1, 2010. At the start of tenancy, monthly rent was \$1,100.00 and it was due and payable in advance on the first day of each month. A security deposit of \$550.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

By way of e-mail dated September 7, 2012, the tenants gave notice to end tenancy. Tenant "NT" testified that while he and his family had vacated the unit by September 15, 2012, it was not until October 6, 2012 when all of the family's belongings had been removed from the unit. While the parties undertook a move-out condition inspection on October 6, 2012, a move-out condition inspection report was not completed.

The landlords testified that new renters moved into the unit on October 9, 2012.

In relation to the tenants' provision of a forwarding address, an e-mail from the landlord to the tenant dated November 9, 2012, reads in part, as follows:

Thank you for getting in touch yesterday evening. We have been waiting for some time to hear back from you and for a forwarding address.

It appears from the documentary evidence that the forwarding address was provided in an undated letter from the tenants to the landlords, a copy of which is in evidence, that the landlords claim was received by them on November 8, 2012.

Following from the inability of the parties to resolve the disposition of the security deposit, the tenants filed an application for dispute resolution on November 15, 2012, while the landlords' application was filed on November 20, 2012. The dispute arises principally from disagreements related to the level of cleanliness within the unit after the tenancy ended.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

Residential Tenancy Policy Guideline #1 addresses "Landlord & Tenant – Responsibility for Residential Premises," and under the heading **CARPETS**, reads in part as follows:

CARPETS

3. The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

Based on the documentary evidence and testimony, beginning with the landlords' application, the various aspects of the claim(s) and my related findings follow.

LANDLORDS

\$300.00: *labour (12 hours x \$25.00 per hour).* During the hearing tenant "NT" acknowledged that the carpets were not cleaned at the end of tenancy. Accordingly, I find that the landlords have established entitlement to compensation for labour related to carpet cleaning in the amount of **\$100.00** (4 hours x \$25.00 per hour).

In the absence of the comparative results of move-in and move-out condition inspection reports, the balance of compensation for labour arising from cleaning and other miscellaneous undertakings is hereby dismissed.

\$30.80: *carpet cleaner rental.* I find that this aspect of the claim is directly related to the findings set out immediately above, and a receipt in support of this claim is included in evidence. In the result, I find that the landlords have established entitlement to the full amount claimed.

\$16.00: *shampoo solution.* I also find that this aspect of the claim is directly related to the findings set out above under "labour." However, in the absence of a receipt in evidence to support the amount of cost claimed, I find that the landlords have established entitlement limited to **\$8.00**, which is half the amount claimed.

\$2.28: *oven cleaner spray.* In the absence of the comparative results of move-in and move-out condition inspection reports, or a receipt in support of a purchase, this aspect of the claim is hereby dismissed.

\$50.00: *replacement fridge part.* In the absence of the comparative results of move-in and move-out condition inspection reports, or a receipt in support of a replacement purchase, this aspect of the claim is hereby dismissed.

Sub-total: \$138.80 (\$100.00 + \$30.80 + \$8.00).

I order that the landlords withhold **\$138.80** from the security deposit of **\$550.00**, and repay the balance to the tenants in the amount of **\$411.20** (\$550.00 - \$138.80). Related to this order, I hereby grant a **monetary order** in favour of the tenants.

The respective applications to recover the filing fee are both hereby dismissed.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$411.20**. Should it be necessary, this order may be served on the landlords, filed in the Small Claims Court and 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: February 21, 2013

Residential Tenancy Branch

