



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Concert Realty Services Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants' security and pet deposit; and to recover the filing fee from the tenants for the cost of this application.

One of the tenants and an agent for the landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The tenant confirmed receipt of evidence and confirmed that they had opportunity to review it. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord entitled to keep all or part of the tenants security and pet deposit

Background and Evidence

The parties agree that this tenancy started on August 01, 2008. Rent for this unit started at \$1,185.00 plus \$40.00 parking and has increased through the tenancy to \$1,309.00. The tenants paid a security deposit of \$592.50 and pet deposit of \$592.50 on June 04, 2008. The parties attended a move in and a move out condition inspection of the unit and the tenants provided the landlord with their forwarding address in writing on the move out inspection report.

The landlord testifies that the tenants gave notice to end the tenancy effective on December 31, 2012. During the move out inspection it was determined that the tenants had failed to leave all areas of the rental unit clean and stains were found on the kitchen countertop, beside the stove and sink and the stove was not fully cleaned. One bathroom also required some additional cleaning. The landlord has provided some photographs in evidence of these areas and a receipt for the cleaning to the sum of \$56.00.

The landlord testifies that the tenants' cats caused damage to the carpet in the unit which was noted at a pre-inspection of the unit before the tenants moved out. The landlord has provided photographs which appear to show piling of the carpet consistent with cat's claws pulling the carpet. There are also some stains on the carpet which the landlord testifies could be cat urine. The landlord wrote to the tenants with a carpet replacement quote explaining the damage. The landlord has detailed in this letter that the life expectancy of a carpet is eight years or 96 months. The carpet was installed in the unit in June, 2008 so is 54 months old. The landlord testifies that the total cost of the carpet replacement was \$1,759.00. The landlord has calculated the depreciation of the carpet as 54 months and seek to recover the sum of \$769.56. The landlord has provided a copy of the letter showing the female tenants signature and the invoice for the new carpets in evidence.

The landlord testifies that they obtained a third party opinion of the condition of the carpets from a carpet maintenance company and the landlord has provided a letter from that company in evidence. The letter states that there is a significant amount of tuft damage that cannot be repaired. There are a numerous stains of an unknown nature (they smell like urine) that would be difficult to remove. The company recommend replacing the carpet as the tuft damage cannot be repaired and the cost of cleaning the stains would exceed the value of the carpet.

The landlord testifies that the tenants failed to clean all the blinds in the unit. The landlord has provided photographs of the blinds showing the blinds to be unclean. The landlords have provided an invoice for the cleaning of the vertical and horizontal blinds and seek to recover the sum of \$145.60. The landlord testifies that the tenancy agreement states that blinds must be professionally cleaned at the end of the tenancy and this clearly was not done.

The tenant attending disputes the landlord's claims; the tenant testifies that on the move out report the tenants signed to disagree with the landlords comments about the condition of the rental unit. The tenant testifies that the carpet is normal wear and tear as the carpet is of a poor quality. The tenant testifies that the other tenant now rents another unit in the same building and the carpet in that unit has the same piling issues as the carpet in the unit they shared. The tenant testifies that the landlord's picture show the high traffic areas and the landlord must expect some wear and tear after a tenancy with two adults and two cats for 4.5 years. The tenant testifies that their cats were trained to use scratching boards.

The tenant testifies that the only reason the other tenant signed the landlords letter concerning the replacement carpets was because the manager told the tenant that the tenant would not get the other unit in the building if the tenant did not sign this letter.

The tenant testifies that four people cleaned the unit for two days including the bathroom, kitchen and oven. The tenant testifies that the blinds were all wiped down at the end of the tenancy.

The landlord argues that they use a professional carpet company and the carpets fitted in the units are not of poor quality. The landlord argues that this would not make sense to do or the landlords would have to replace the carpets every few years. The landlord testifies that some units that have the same carpets still look like new carpets after 15 years. The landlord argues that if this piling was caused by people walking on the carpet the pile would be pushed down and not raised up as it would be with cats' claws.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. With regard to the landlords claim for carpet replacement; I find the landlord's documentary evidence has more merit in corroborating the landlord's testimony concerning the damaged carpets. I therefore find the landlords have established that the carpet was damaged most likely by the tenants' cats. I therefore find the landlords claim to be reasonable taking into account the depreciation of the carpets since June 2008 and I uphold the landlords claim for replacement carpets to the sum of **\$769.56**.

With regard to the landlords claim for 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. I therefore dismiss the landlords claim for \$56.00 without leave to reapply.

With regard to the landlords claim for cleaning the blinds; I find the landlord has established that the tenants failed to clean the blinds at the end of the tenancy. The landlord's documentary evidence clearly shows the blinds being dirty and I find the tenants testimony that they wiped the blinds to have no merit. As this cleaning work is more labour intensive then other cleaning I uphold the landlords claim for cleaning the blinds to the sum of **\$145.60**.

The landlord is therefore entitled to keep part of the tenants security and pet deposit of **\$1,185.00** plus accrued interest of **\$10.25** pursuant to s. 38(4)(b) of the *Act*.

The landlord is also entitled to recover the **\$50.00** filing fee from the tenants pursuant to s. 72(1) of the *Act*.

Carpet replacement	\$769.56
Blind cleaning	\$145.60
Filing fee	\$50.00
Subtotal	\$965.16
Deduct the landlords claim from the security deposit, pet deposit and accrued interest of:	\$1,195.25
Balance of deposits to be returned to the tenants	\$230.09

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim the landlord may keep the sum of **\$965.16** from the tenants' security and pet deposits. The balance of which must be returned to the tenants.

A Monetary Order has been issued to the tenants for the sum of **\$230.09**. As the tenant now live separately I have provided three copies of the Monetary Order to the tenant

attending the hearing for service upon the landlord. The order must be served on the landlord and is enforceable through the Provincial Court 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: March 28, 2013

Residential Tenancy Branch

