



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to an application by the landlords for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit and pet damage deposit / and recovery of the filing fee.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlords are entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began on March 1, 2012. Monthly rent of \$1,400.00 was due and payable in advance on the first day of each month. A security deposit of \$725.00 and a pet damage deposit of \$300.00 were collected [total: \$1,025.00]. A move-in condition inspection report was completed with the participation of both parties.

Tenancy ended on February 28, 2013, at which time a move-out condition inspection report was completed with the participation of both parties. The tenants provided their forwarding address on the report.

Further, by way of tenant "DN's" signature on the report, the tenants authorized the landlords' withholding of an unspecified amount from the security and pet damage deposits related to "clean carpet & fix screen door." The landlords retained \$200.00 from the total deposits of \$1,025.00, and repaid the balance to the tenants in the amount of \$825.00 (\$1,025.00 - \$200.00).

Ultimately, however, after the carpet and screen door had been attended to, the landlords claimed costs in excess of the \$200.00 withheld, and in the total amount of \$318.78, as follows:

\$14.78: *materials for repair to screen door*
\$30.00: *labour for repair to screen door*
\$224.00: *carpet steam clean*
\$50.00: *filing fee*

Documentary evidence in support of these costs, with the exception of labour, was provided by way of receipts.

There does not appear to be any dispute around the landlords' claim for costs arising from repairs to the screen door, as tenant "DN" acknowledged that this damage occurred accidentally during the tenancy. However, the family member assisting the tenants (daughter-in-law) testified that her husband cleaned the carpets near the end of tenancy. Accordingly, the tenant objects to that aspect of the landlords' claim. The family member also claimed that the tenant did not understand the effect of her signature on the move-out condition inspection report.

The landlords filed their application for dispute resolution on March 7, 2013.

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

Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, in part as follows:

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

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

Residential Tenancy Policy Guideline # 1 speaks to "Landlord & Tenant – Responsibility for Residential Premises," and under the heading CARPETS, provides in part:

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.
4. The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant has had pets which were not caged or if he or she smoked in the premises.

Based on the documentary evidence and testimony, the various aspects of the landlords' claim and my findings around each are set out below.

\$14.78: *materials for repair to screen door.*

\$30.00: *labour for repair to screen door.*

I find that the landlords have established entitlement to the full amount claimed. I make this finding specifically on the basis of tenant "DN's" acknowledgement that damage occurred accidentally during the tenancy, the documented need for repair of the screen door on the move-out condition inspection report, and tenant "DN's" signature on the report pursuant to which the landlords were authorized to withhold an unspecified amount from the deposits for this particular purpose.

\$224.00: *carpet steam clean.*

I find that the landlords have established entitlement limited to **\$112.00**, or half the amount claimed. I make this finding specifically on the basis of the documented need for cleaning of the carpet on the move-out condition inspection report, and tenant "DN's" signature on the report pursuant to which the landlords were authorized to withhold an unspecified amount from the deposits for this particular purpose. I decline to award the landlords the full amount claimed, as the move-out condition inspection report does not detail the areas in the house where the carpet did not appear sufficiently clean to them, despite the carpet cleaning that had been undertaken by a tenant family member.

\$50.00: *filing fee.*

As the landlords have largely succeeded with their application, I find that they have established entitlement to the full amount claimed.

Sub-total entitlement: \$206.78 (\$14.78 + \$30.00 + \$112.00 + \$50.00)

I order that the landlords retain the **\$200.00** already held from the combined security and pet damage deposits, and I grant the landlords a **monetary order** for the balance owed of **\$6.78** (\$206.78 - \$200.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$6.78**. Should it be necessary, this order may be served on the tenants, 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: May 29, 2013

Residential Tenancy Branch

