



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on July 1, 2011. Monthly rent of \$1,350.00 was due and payable in advance on the first day of each month, and a security deposit of \$675.00 was collected. While there was a walk-through of the unit near the start of tenancy, a move-in condition inspection report was not completed.

By e-mail dated May 7, 2013, the tenant gave notice to vacate the unit by the end of June 2013. The tenant informed the landlord of her forwarding address by way of text message before the end of June 2013. The tenant vacated the unit on June 30, 2013, at which time the unit key was left beneath a mat for the landlord to collect upon his arrival at the unit. The landlord attended the unit several days later. A move-out condition inspection report was not completed.

New renters were found for the unit effective from September 15, 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

At the outset, 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**

Additionally, section 37 of the Act speaks to **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 rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

Further, Residential Tenancy Policy Guideline # 1 addresses “Landlord & Tenant – Responsibility for Residential Premises.”

Based on the documentary evidence and testimony of the parties, the various aspects of the landlord’s application and my findings around each are set out below.

\$200.00: *carpet cleaning*

The tenant acknowledged that for a portion of her tenancy she owned a pet cat. Additionally, the tenant acknowledged that she did not undertake to clean the carpets at the end of tenancy.

Guideline # 1, as above, provides 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 the 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.

In particular view of the length of tenancy and the tenant's possession of a cat for at least a portion of the tenancy, I find that the landlord has established entitlement to the full amount claimed.

\$200.00: *general unit cleaning*

The parties take opposing positions where it concerns whether or not the unit was left "reasonably clean" at the end of the tenancy. However, in the absence of the comparative results of move-in and move-out condition inspection reports, this aspect of the application is hereby dismissed.

\$75.00: *removal of discarded mattress*

During the hearing the tenant testified that she does not dispute this aspect of the landlord's application. Accordingly, I find that the landlord has established entitlement to the full amount claimed.

\$1,183.20: *carpet replacement in master bedroom*

The landlord testified that this carpet was approximately 1 ½ years old when the tenancy began. There is conflicting testimony around the comparative condition of the carpet when the tenancy began and when the tenancy ended 2 years later. The cost claimed by the landlord reflects a quote, the carpet has not presently been replaced, and the landlord has not therefore incurred any carpet replacement costs. Further, as earlier noted, new tenants took possession of the unit on September 15, 2013.

Following from all of the above, and in view of the absence of the comparative results of move-in and move-out condition inspection reports, this aspect of the application is hereby dismissed.

\$15.00: *re-install light at front door*

The tenant testified that the original light fixture was in bad repair, and she considered it to be unsafe. Accordingly, it was removed. The tenant purchased a replacement fixture which she left at the unit. The landlord's claim reflects time spent by him to install the

new light fixture purchased by the tenant and left at the unit. In the circumstances, I find that the tenant's cost for the replacement fixture offsets the cost of the landlord's labour for installation, and this aspect of the application is therefore dismissed.

\$75.00: *clean out studio and dumping fees*

During the hearing the landlord withdrew this aspect of his original application.

\$50.00: *filing fee*

As the landlord has achieved a measure of success with this application, I find that he has established entitlement to recovery of the full filing fee.

Sub-total: \$325.00 (\$200.00 + \$75.00 + \$50.00)

I order that the landlord retain **\$325.00** from the security deposit of **\$675.00**, and I order that the landlord repay the balance to the tenant in the amount of **\$350.00** (\$675.00 - \$325.00).

Conclusion

The landlord is hereby ordered to retain **\$325.00** from the tenant's security deposit.

The landlord is hereby ordered to repay to the tenant the balance of the security deposit in the amount of **\$350.00**, and pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant to that effect. Should it be necessary, this order may be served on the landlord, 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: October 17, 2013

Residential Tenancy Branch

