



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

Introduction

This is an application for a Monetary Order for \$625.00, a request for recovery of the \$50.00 filing fee, and a request to retain the full security/pet deposit towards the claim.

A substantial amount of documentary evidence, photo 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

The issue is whether or not the applicants have established a monetary claim of \$625.00 against the respondents.

Background and Evidence

This tenancy began on March 15, 2012 with the monthly rent of \$650.00.

The tenants vacated the rental unit on July 20/21 2013.

The landlords testified that:

- When the tenants vacated they left the rental unit without completing the cleaning, and without removing all of their belongings.

- They also left approximately 10 large green garbage bags full of garbage on the kitchen floor.
- The tenants left the living room curtains torn, and failed to return any of the keys leaving the doors wide open and all the lights on when they vacated.
- The tenants also left window screens damaged by claws.
- As a result of the stress caused by the situation the landlord had a major anxiety attack and as a result had to go by ambulance to the hospital.

As a result they have incurred the following costs:

Moveout inspection report	\$105.00
Dump charge for Disposal of garbage	\$20.00
Replacing curtains, and cleaning supplies	\$95.46
Carpet cleaning	\$113.40
Rekeying the locks and replacing keys	\$25.00
Damaged window screens	\$50.00
9 hours of cleaning at \$25 an hour	\$225.00
Ambulance cost	\$80.00
Filing fee	\$50.00
Total	\$763.86

They are therefore requesting an Order allowing them to keep the full security/pet deposit to cover a portion of their costs.

The tenants testified that:

- We actually paid a security/pet deposit totaling \$650.00, not \$625.00 as it states on the tenancy agreement, however we have no way of proving this as the landlord refused to give us receipts.
- Due to animosity between the parties at the end of the tenancy the police had to get involved.
- I asked the police officer whether or not I should return and continue cleaning, and the police officer stated that he had spoken to the landlord and the landlord had replied “no”, he just wanted us out today.
- I was going to clean anyway and even rented a carpet cleaner, however while we were cleaning the landlord called the police on us claiming we were damaging the suite.
- Therefore we did not clean the carpets and returned the carpet cleaner to the store as we felt the landlord would call the police on us again if we stayed to clean the carpets.
- We were going to remove the remainder of our belongings, however a forest fire broke out across the street and the firefighters told us we had to leave.

- Everything would've been taken out had the landlord not called the police on us when we were vacuuming, and had the firefighters not told us we had to leave.
- Further we caused no damage to the rental unit whatsoever.

In response to the tenant's testimony the landlord testified that:

- We did not tell the police officer that we did not want the tenants to come back and clean, we simply stated they did not have to do a whole bunch of cleaning; we just wanted them to remove their belongings.

Analysis

Although the tenants claim to have paid a security/pet deposit totaling \$650.00, they have not met the burden of proving this claim, and therefore I will only allow the amount of \$625.00 that is shown on the tenancy agreement.

It's also my decision that I will not allow the landlords full claim, because although the tenants did leave the rental unit in need of some cleaning and junk removal, the landlord admits that they did tell the police to inform the tenants that they did not have to do "a whole bunch of cleaning", and as this is a very vague statement it can be very broadly interpreted.

Further the claim for a professional moveout inspection report will not be allowed, as it is not a requirement under the Act and therefore if the landlord chooses to have a professional moveout inspection done they do so at their own cost.

It's also my finding that the claim for ambulance costs is also not a claim that can be passed on to the tenants as there is no evidence to show that this was the result of any of the tenants actions.

After reviewing the evidence provided it's my decision that I accept that the landlords did have to do cleaning and repairs at the end of the tenancy, however because they had stated that the tenants do not have to do "a whole bunch of cleaning" I will only allow the landlords to retain one half the security/pet deposit in satisfaction of this claim.

Since I've only allowed one half claim, it's also my decision that I will only Order the tenants to pay one half the filing fee.

Conclusion

The total amount of the landlord's claim that I have allowed is \$337.50, and I therefore Order that the landlords may retain \$337.50 of the tenants \$625.00 security/pet deposit, and I've issued an Order for the landlord to return the remaining \$287.50 to the tenants.

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: November 26, 2013

Residential Tenancy Branch

