



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for a Monetary Order relating to: unpaid rent and utilities; damage to the unit, site or property; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the Act), regulation or tenancy agreement; to keep all or part of the pet damage or security deposit; and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord and one of the tenants appeared for the hearing. No issues in relation to the service of the hearing documents and documentary evidence submitted prior to this hearing were raised by any of the parties.

However, the landlord provided evidence to the Residential Tenancy Branch by registered mail which was not before me prior to the hearing. The landlord provided the Canada Post tracking number to show receipt of the package by the Residential Tenancy Branch. As a result, the landlord was permitted, under Section 11.5 of the Rules of Procedure, to provide a copy of the evidence package served to the tenant containing the condition inspection report, a breakdown of the cleaning costs and photographic evidence.

At the start of the hearing the landlord's agent confirmed that the application was in relation to keeping a portion of the tenants' security deposit in full satisfaction of the landlord's claim for damages to the rental suite. As a result, the landlord's agent withdrew the portion of the application requesting a Monetary Order for unpaid rent or utilities and for money owed or compensation for damage or loss under the Act.

Both parties provided affirmed testimony and documentary evidence prior to the hearing which was carefully considered in this decision.

Issue(s) to be Decided

- Is the landlord entitled to monetary compensation for cleaning costs of the rental suite?
- Is the landlord entitled to deduct the cleaning costs from the tenants' security deposit?

Background and Evidence

Both parties agreed that the tenancy started on December 1, 2011 for a fixed term of six months after which it reverted to a month to month tenancy. The tenancy ended on August 31, 2013. A written tenancy agreement, provided as evidence, was completed and the tenants paid \$700.00 as a security deposit on July 11, 2011 which the landlord still retains. Rent was payable by the tenant in the amount of \$1,400.00 on the first day of each month.

The landlord and tenant completed a move-in condition inspection of the rental suite on November 29, 2011. The move-out condition inspection was completed on September 3, 2013. The tenant and landlord's agent both signed the move-in inspection report on November 29, 2011; the landlord's agent and tenant signed the move-out inspection report on August 3, 2013 but the tenant documented on the report that she did not agree to the carpet cleaning charges proposed by the landlord on September 3, 2013 and the front page of the report shows that the move-out inspection was completed on September 3, 2013.

The tenant testified that she provided her forwarding address to the landlord on the move-out inspection date by documenting it on the condition inspection report which was provided as evidence by the landlord. As a result the landlord made the application on September 12, 2013 to keep the tenants' security deposit.

The landlord testified that at the start of the tenancy the rental suite was clean and that at the end of the tenancy the tenant had left the carpets dirty as evidenced by the move-out condition inspection report which shows that all the carpets in the rental suite required cleaning. The landlord testified that the windows and window blinds needed to be cleaned which was also evidenced in the move-out condition inspection report. As a result, the landlord claims \$140.00 for professional carpet cleaning, \$60.00 for cleaning of the rental suite and \$12.00 for cleaning materials purchased to complete the cleaning. The landlord testified that all the work was completed by the company in-house cleaners. The landlord also provided a number of photographs showing the state of the carpets left by the tenant at the end of the tenancy.

The tenant testified that she had cleaned the unit thoroughly and shampooed the carpets using her own carpet cleaner. However, the carpets were already dirty and stained at the start of the tenancy and therefore the tenant claims that she should not be responsible for any of the cleaning costs claimed by the landlord. In support of this the tenant provided a document which she completed on December 1, 2011. The document which was provided as evidence shows a list of damages to the unit in various rooms of the rental suite; bathroom, master bedroom, other bedroom, kitchen, breakfast area living room/hallway and dinning room. The document, which the tenant claims is an extension of the move-in report condition inspection report the landlord provided, details mostly damages to the rental suite such as cracks, dents, marks and chips to the walls, doors and appliances. The only reference to dirty carpets is in the living room/hallway area.

The tenant testified that she recorded these damages at the start of the tenancy and that the document was initialled by the landlord's agent at the bottom of each page. The landlord denied signing this document or having any recollection of it stating that the tenant had signed the official condition inspection report as showing none of the damages she alleges on the document she provided for the hearing.

Analysis

The landlord provided a condition inspection report which shows that the inspection report was completed on September 3, 2013; the tenant confirmed that she consented to no deductions of her security deposit on September 3, 2013 and this was the date she provided the landlord with her forwarding address. As a result, I find that the landlord made the application to keep the tenants' security deposit within the allowable time limits provided by the Act.

Section 37 (2) (a) of the Act states that when a tenant vacates a rental unit, the tenant must leave it reasonably clean and undamaged except for reasonable wear and tear. Section 21 of the Residential Tenancy Regulation allows a condition inspection report to be used as evidence of the state of repair and condition of the rental suite.

The tenant argued that she had documented the state of the rental suite in the form of a separate document to the condition inspection report which showed evidence that the carpets and rental suite was dirty and that this was initialed by the landlord's agent. The landlord's agent denied this and I am unclear as to how the landlord's agent's initial came to be on this document.

However, the document in itself only shows damages to the rental suite and apart from the area of the living room/hallway which shows staining to the carpet, there is no reference to staining of carpets in the other rooms and that the carpets were dirty or the suite was unclean. In addition, if the tenant felt that the carpet was dirty and stained and the rental suite was unclean and damaged to such an extent that it caused her to document this in her own 'move-in condition inspection report', then I find that it was prudent, responsible and appropriate for the tenant to have documented this on the formal condition inspection report or make reference to the document she presented on the formal condition inspection report provided by the landlord. Instead the tenant signed the condition inspection report used by the landlord to confirm that there were no damages to the rental suite and that the carpets were not stained and that the rental suite was not unclean.

As a result, I accept the evidence of the landlord on the balance of probabilities and award the landlord the claim for carpet and general cleaning of the rental suite in the amount of \$200.00. I deny the landlord's claim for the cost of materials used for cleaning as the landlord has failed to provide sufficient details of the cleaning materials purchased and used in the cleaning of the rental suite.

As the landlord has been successful with the majority of the claim, they are entitled to recover from the tenants the \$50.00 filing fee for the cost of this application pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the tenants is \$250.00.

Conclusion

For the reasons set out above, I order the landlord to deduct \$250.00 from the tenants' security deposit of \$700.00 which the landlords still retain pursuant to Section 38(4) (b) of the Act, and return the resulting amount of \$450.00 forthwith 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: December 23, 2013

Residential Tenancy Branch

