



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: MNSD, FF

Landlord's application: MND, MNSD, MNDC, FF

Introduction

This was the hearing of applications by the landlords and by the tenant. The hearing was conducted by conference call. The named landlord and the tenant called in and participated in the hearing. The landlord had several witnesses available to testify.

Issue(s) to be Decided

Are the landlord entitled to a monetary award for cleaning and repairs and if so, in what amount?

Are the landlords entitled to retain all or part of the tenant's security deposit?

Is the tenant entitled to a monetary award for all or part of the security deposit?

Background and Evidence

The rental unit is a duplex apartment. The tenancy began in October, 2011. The monthly rent was \$850.00 and the tenant paid a security deposit of \$425.00 on September 21, 2011. One of the original tenants moved out of the rental unit and the landlord signed a new tenancy agreement with the remaining tenant on October 12, 2012.

The tenant gave notice and moved out of the rental unit on September 30, 2014. The landlord had a number of complaints about events during the tenancy and late rent payments that were not relevant to the landlords' claims. The tenant lived in the rental unit with his girlfriend. She moved out and the landlord continued the tenancy with the male tenant, however, at some point she moved back to the rental unit and lived there along with the tenants' new born daughter. The landlord testified that the tenants had several dogs and cats in the rental unit and there was significant damage caused by the

pets. The landlord said that the tenant did not clean the suite before moving out and he left items behind for the landlords to dispose of; this included garbage and barbeques. The landlord testified that the linoleum flooring was ruined and had to be replaced.

In the landlords' application ,they claimed payment of the sum of \$305.95, but the supporting documents they supplied show that this was the landlords' net claim, after deducting the security deposit of \$425.00. The landlords have claimed the following amounts:

- Cleaning: \$150.00
- Carpets cleaned: \$250.95
- Lino invoice: \$244.00
- Lino replacement: \$196.00

The landlord said the total of the above amounts was \$680.95, when in fact the total of the above amounts is \$840.95. The landlords requested payment of \$255.95 in addition to the retention of the security deposit and payment of the \$50.00 filing fee.

The landlords submitted an invoice for cleaning and moving out items from the rental unit. The invoice was in the amount of \$150.00. They provided a copy invoice for vinyl flooring in the amount of \$144.00 plus a further \$100.00 for removal and replacement of the flooring. The landlord provided an invoice from Sears for carpet cleaning, including pet urine removal in the amount of \$250.95. The landlords did not submit any invoice for the claimed amount of \$196.00 for lino replacement.

The tenant complained that the landlord forced him to move out early. He said that he gave the landlord notice that he would move out on October 1st, but the landlord made him leave on September 30th. The tenant acknowledged leaving garbage and barbeques behind. The tenant said that he discussed the lino with the landlord and he said that the lino was ruined before moved in as was the wood underneath it. The tenant said that he cleaned the carpet with a borrowed carpet cleaning machine.

Analysis

The landlord submitted copies of condition inspection reports. The need for cleaning was frequently mentioned in the move-out inspection report, but the only comment about the flooring on the move-out report was the remark: "Dirty old flooring as disc". The landlord did not supply any photographs to show the condition of the rental unit or of the flooring at the end of the tenancy. The tenant testified that the linoleum was in poor condition when the tenancy started. I find that the landlord has not proven, on a balance of probabilities, that the linoleum was damaged by the tenants to the extent that

the landlord was entitled to claim the cost of replacement. I dismiss the landlords' claims for lino replacement in the amount of \$244.00 and in the amount of \$196.00.

I accept the landlord's testimony that the rental unit was not properly cleaned. The tenant claimed that he was not given a proper opportunity to clean, but the tenant incorrectly believed that he did not have to move out until October 1st, when in fact his tenancy was to end on September 30th and it was up to him to have cleaned and fully moved out of the rental unit by that date. I allow the landlords' claim for cleaning in the amount \$150.00; I accept that as a reasonable claim for the necessary cleaning and removal of garbage and other items.

The tenants had dogs and cats in the rental unit; the tenant maintained that the pets never soiled the carpets, but I do not find that claim to be credible in light of the landlords' evidence and the evidence of the invoice for carpet cleaning and urine removal. I allow the landlord's claim for carpet cleaning in the amount of the invoice, namely: the sum of \$250.95. All other claims by the landlords are dismissed without leave to reapply. The total award to the landlord is the sum of \$400.95, which for convenience I reduce to the sum of \$400.00.

Conclusion

The tenant's application for the return of his deposit is dismissed without leave to reapply. The landlords have been partially successful in their application and accordingly I award them one half of their filing fee for their application. The total award to the landlords is therefore the sum of \$425.00 and I order that the landlords retain the tenant's security deposit of \$425.00 in full and final satisfaction of this award.

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, 2015

Residential Tenancy Branch

