



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND

Introduction

This hearing was convened as the result of the landlords' application for dispute resolution under the Residential Tenancy Act ("Act"). The landlords applied for a monetary order for money owed or compensation for damage or loss and alleged damage to the rental unit.

The landlords and tenants appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The evidence was discussed and the tenants confirmed receipt of the landlord's evidence and application. The tenants confirmed they had not sent in evidence although the landlords' evidence contained a letter from them.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation from the tenants?

Background and Evidence

The undisputed evidence was that this tenancy began on April 15, 2014, and ended on December 1, 2014. The tenants' security deposit has been returned to them.

The landlords' monetary claim is \$460.00, comprised of house cleaning for \$360.00 and carpet cleaning for \$100.00.

The landlords' relevant documentary evidence included, but was not limited to photographs of the rental unit taken after the tenancy had ended, 3 quotes from cleaning companies, and the written tenancy agreement.

In support of their claim as to the cleaning, the landlords submitted that they could not immediately re-rent the rental unit due to the condition as left by the tenants.

Specifically the landlords submitted that there were feces on the walls as left by flies who were attracted to the tenants' guinea pigs. The landlord submitted further that there were droppings all over the floors and that they had to hang flycatchers to gather all the flies.

The landlords submitted that they had not had issues with flies either before or after this tenancy, and attributed the problem to the tenants' guinea pigs.

The landlords described the rental unit as filthy, and that the bathrooms and kitchen required cleaning.

The landlords submitted that there were 14 missing lightbulbs and that 3 people spent at least 4 hours in cleaning the rental unit, each.

In support of their claim as to carpet cleaning, the landlords submitted further that the tenants did not shampoo the carpet, and that the carpet required cleaning as the tenants' pets were left out of the cage.

The landlords confirmed there was no move-in or move-out condition inspection report as to this tenancy.

Tenants' response-

The tenants submitted that they left the rental unit cleaner than when they moved in, as the landlords were undergoing a full renovation to the rental unit.

As to the matter of the flies, the tenants submitted that she had pointed out this issue to the landlords, as there was an abundance of flies due to a dead animal in the walls, which was detected by the odour. The tenants stated that the landlords did not address this issue.

The tenants submitted further that the landlords repeatedly attended the rental unit near the end of the tenancy to point out more and more cleaning, and that the tenants did the cleaning as directed by the landlords.

The tenants submitted further that they had attempted to have a walk-through with the landlords at the end of the tenancy, but that the landlords would not follow through with an inspection.

The tenants submitted further that the refrigerator was not on rollers and could not pull out the appliance and was not checked prior to the tenancy. As to the oven, the unit had a self-cleaning function, but that this was broken and was not fixed by the landlords.

The tenants submitted further that landlord "DM" stated that he had never seen the rental unit look as clean as when they left.

The tenants denied that their guinea pigs were left out of the cages and onto the carpets, as when they were out of the cage, they were generally carried by their children.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party.

Cleaning-

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

I find that a key factor in establishing a claim for damage or cleaning allegedly caused by a tenant is the record of the rental unit at the start and end of the tenancy as contained in condition inspection reports. Sections 23, 24, 35, and 36 of the Act deal with the landlord and tenant obligations in conducting and completing the condition inspections.

In the circumstances before me, the landlords have failed to meet their obligation under the Act of conducting an inspection with the tenants and completing the inspection reports, resulting in the landlords being unable to establish the condition of the rental unit either at the beginning of the tenancy or at the end. Although I note that the

landlords produced photographs of the rental unit, I placed little evidentiary weight on them for the reason that the shots depicted an extremely close-up view of the item depicted, and there were none of similar angle and view from the beginning of the tenancy. Overall, I could not determine that the tenants left the rental unit unreasonably clean.

In the absence of any such evidence, I find the landlord has not met their burden of proof on the balance of probabilities that the tenants left the rental unit unreasonably clean. Due to the insufficient evidence of the landlord, I therefore dismiss the landlords' claim of \$360.00 for cleaning.

Carpet cleaning-

Residential Tenancy Branch Policy Guideline #1 states a tenant may be responsible for shampooing or steam cleaning a carpet in a tenancy of less than a year if the tenant has an uncaged pet.

In the case before me, I find the landlords submitted insufficient evidence to prove that the tenants' guinea pigs were left out on the carpets while not caged. Due to this and the lack of condition inspection reports, I do not find that the tenants were responsible for shampooing the carpet for this tenancy lasting less than a year.

I therefore dismiss their claim for \$100.00.

Due to the above, as I have dismissed the landlords' claim for cleaning of the rental unit and carpet cleaning, I dismiss their application, without leave to reapply.

Conclusion

The landlords' application is dismissed.

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: July 21, 2015

