



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      mndc, mnsd, ff

### Introduction

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order and an order to retain the security deposit.

Both the landlord and the tenants attended the hearing.

### Issues to be decided

I am asked to determine whether the tenants are liable for the landlord's costs of carpet cleaning and painting following the ending of this tenancy. If so, I am asked to order that the landlord retain the security deposit in partial satisfaction of such award.

### Background and Evidence

This tenancy originated September 1, 2014, and ended June 6, 2015. A security deposit was paid July 30, 2014, in the amount of \$600.00. When the tenants vacated, the landlord discovered that the carpets had not been properly cleaned, and he arranged for cleaning at a cost of \$73.50. The premises smelled of bear spray, and the landlord spent \$199.30 on paint and supplies, and repainted the premises. The landlord seeks these sums from the tenants.

The tenants were liable to pay utilities of hydro and heating oil, and failed to pay all of these prior to leaving. The landlord seeks payment of the sum of \$199.30. The tenants agree the bills were unpaid, but suggests the sum is too high, because the original agreement was for 40% of the utilities. The landlord submits the sum is accurate, and points to an agreement made with the tenant after the tenancy had started, in which the tenants' portion of the utilities was increased to 50%, as an agreed settlement of a dispute with the other occupants of the home, over their respective use of heat.

### Analysis

Tenants are required under section 32(2) of the Residential Tenancy Act to maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. Tenants are generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.

In this case, the premises were left by the tenants at the end of their tenancy, with carpets that were not sufficiently cleaned, and premises smelling of bear spray. These problem did not pre-exist the tenancy, and the tenants are found liable for the costs to restore the premises to the condition, which includes the sum of \$73.50 and \$199.30 as noted above.

I find that the tenants agreed to pay 50% of the utilities, and that there are outstanding bills of \$212.31 for BC Hydro and \$155.28 for Petro-Can. The tenants are found liable for these unpaid utility bills.

As the landlord is successful with this claim, he is also awarded recovery of the filing fee of \$50.00. The total sum awarded is \$690.39.

The landlord has applied for an order to retain the \$600.00 security deposit. As this sum is less than the award made, retention is appropriate.

#### Conclusion

I order pursuant to section 38(1) that the full amount of the security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlord, equalling \$90.39, be paid immediately by the tenants to the landlord.

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: January 25, 2016

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Residential Tenancy Branch

