



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 brought by the Landlord(s) requesting a Monetary Order in the amount of \$689.65, recovery of the filing fee, and requesting an Order to keep the full security 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 relevant submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All parties were affirmed

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on August 1, 2014 and that a security deposit of \$425.00 was paid at the beginning of the tenancy.

The parties also agree that this tenancy ended on September 28, 2015 and that the moveout inspection was done on that date.

The landlord testified that the tenant left the rental unit in need of significant cleaning, as can be seen in the photographs they have supplied in their evidence package, and as a result a total of seven hours of cleaning was done at a cost of \$136.50.

The landlord further testified that the tenants left the carpets in the rental unit dirty and covered in dog hair and as a result they too had to be cleaned at a cost of \$204.75.

The landlords also testified that the tenants left one of the closet doors broken and although it was quite an old door it had to be replaced at a cost of \$268.71.

The landlords witness testified that she viewed the rental unit after the tenants vacated and the rental unit was left in need of significant cleaning. She further stated there was a large amount of hair on the floors, the walls were dirty, the cupboards were dirty and the cupboard doors were dirty.

The tenant testified that she had cleaned all night and believes the rental unit was in clean condition, she had even offered to do further cleaning if the landlord so required, however the landlords denied her that opportunity.

The tenant further testified that the tenancy agreement states that the carpets had to be professionally cleaned at the end of the tenancy if they were professionally cleaned at the beginning of the tenancy; however the landlords have provided no evidence to show that they were professionally cleaned at the beginning of the tenancy. She further states that the carpets did have stains at the beginning of the tenancy; however she admits that the dog hair was caused by their pet.

The tenants further testified that one closet door was broken during the tenancy, however it was a very old door and the other closet door was simply off its hinge and had to be remounted.

Analysis

It is my finding that the landlord has shown that this rental unit was left in need of significant cleaning. The photo evidence provided by the landlords clearly shows that this rental unit was not left clean. Further, although the tenant claims that she had offered to do further cleaning she has provided insufficient evidence in support of that claim.

I therefore allow the landlords claim for cleaning.

It is also my finding that the landlord has shown that the carpets in the rental unit were left in need of cleaning, because, again, the photo evidence clearly shows the carpets were left in a very dirty condition.

I therefore also allow the claim for carpet cleaning.

I will not allow the landlords claim for replacing the closet doors. Awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item. In this case these were very old closet doors and therefore are considered to be fully depreciated and of no value.

Having allowed a large portion of the applicants claim, I also allow the request for recovery of the \$50.00 filing fee.

Therefore the total amount I have allowed is as follows:

Cleaning	\$136.50
Carpet cleaning	\$204.75
Filing fee	\$50.00
Total	\$391.25

Conclusion

I have allowed \$391.25 of the landlords claim and I therefore Order that the landlords may retain \$391.25 of the \$425.00 security deposit and I've issued an Order for the landlord's to return the remaining \$33.75 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: April 26, 2016

Residential Tenancy Branch