



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Landlord applied on January 12, 2016 for:

1. An Order for damages to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant applied on January 28, 2016 for:

1. An Order for the return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Did the Tenant leave the unit reasonably clean?

Is the Landlord entitled to the monetary amounts claimed?

Are the Parties entitled to recovery of their respective filing fees?

Background and Evidence

The tenancy started on November 1, 2014 and ended on December 31, 2015. Rent of \$1,350.00 was payable monthly. At the outset of the tenancy the Landlord collected

\$675.00 as a security deposit and \$200.00 as a pet deposit. The Parties mutually conducted a move-in condition inspection and completed the report. The Parties conducted a move-out inspection on December 29 and on December 31, 2015 and one move-out condition report was completed. The Tenant provided its forwarding address on the move-out report. The Landlord did not return the portion of the security and pet deposit that was not being claimed in its application.

The Landlord states that the Tenants failed to leave the carpets clean. The Landlord states that the Tenants told him that the carpets had been cleaned a couple of months prior but they did not provide any receipts for this cleaning and even if they did the Landlord argues that they should have been cleaned at move out. The Landlord states that at the second inspection the Landlord saw dog hair on the carpet and could not consider it clean. The Landlord states that the Tenants also pet-sat another dog in the unit for a period of time. The Landlord states that there were no stains or odors on the carpets. The Landlord claims \$164.90.

The Tenant states that they cleaned the carpets with a rented steam cleaner on or about November 1, 2015. The Tenant states that they did not know they would need to keep the receipts. The Tenant states that the carpets were left generally clean. The Tenant states that on the first inspection date the Landlord accepted that the carpets were cleaned. The Tenant states that the only issue raised on the first inspection was the bathroom and the Parties agreed to conduct a second inspection after the Tenants completed further cleaning of the bathroom.

The Landlord states that nothing was wrong on the first inspection except the smell of dog in the bathroom. The Landlord states that after speaking with his realtor the Landlord used paint to cover the smell in the bathroom. The Landlord claims \$75.00 for labour and \$44.08 for supplies to paint the bathroom. The Landlord thinks that the walls were last painted in 2012 or 2013 and that he purchased the unit in 2011.

The Tenant states that on the first inspection the Tenant did not smell anything wrong with the bathroom but agreed to clean the bathroom further. The Tenant states that during the tenancy the Landlord had noticed their dog's pee pads in that bathroom. The Tenant states that they were left for the dog when the Tenants were away from the unit. The Tenant states that they stopped using them after the Landlord disallowed them.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results.

Policy Guideline #40 indicates that the useful life of indoor paint is 4 years. As the Landlord's evidence was vague in relation to the last date the unit was painted, I take January 1, 2012 as the date of the last painting and find that this paint had no useful life remaining at the end of the tenancy. As there was no useful life left to the paint I find that the Landlord has not shown that the Tenants caused any loss with the paint and I dismiss the claim for paint costs.

Policy Guideline #1 indicates that regardless of a length of a tenancy a tenant may be expected to clean the carpets at the end of a tenancy if the tenant has had pets that were not caged. Whether or not the Tenants cleaned the carpets two months prior to the end of the tenancy, given the evidence that the Tenants had a dog in the unit and that the carpets were not steam cleaned at the end of the tenancy I find that the Tenants did not leave the carpets reasonably clean. Given the Landlord's evidence of costs, I find that the Landlord has substantiated an entitlement to **\$164.90** for cleaning the carpets. Deducting this amount from the combined security and pet deposit of **\$875.00** plus zero interest leaves **\$710.10** to be returned to the Tenant.

As the Landlord's entitlement is significantly less than the Tenant's entitlement and as the Landlord did not return the portion of the security and pet deposit that it was not claiming, I dismiss the Landlord's claim for its filing fee and find that the Tenant is entitled to recovery of the its filing fee of \$100.00 for a total entitlement of **\$810.10**.

Conclusion

I Order the Landlord to retain \$164.90 from the security deposit plus interest of \$875.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$810.10**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 22, 2016

Residential Tenancy Branch