



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MND, FF

### Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$4622.79 and requesting recovery of the \$100.00 filing fee. The applicants are also requesting an order to retain the full security/pet deposit of \$1600.00 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 the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondents and if so in what amount.

### Background and Evidence

The parties agree that this tenancy began on January 1, 2014 and that the tenants vacated the rental unit on June 1, 2016.

The parties also agree that the tenants paid a security deposit of \$800.00, and a pet deposit of \$800.00 at the beginning of the tenancy, for a total of \$1600.00.

The parties also agree that a move in inspection was done at the beginning of the tenancy and move out inspection was done at the end of the tenancy.

The landlord testified that during the moveout inspection he had no concerns and did not put any issues on the moveout inspection report; however he later discovered an area of the carpet that had been ripped up by the tenants cat, that resulted in the need for the carpet to be replaced. He further stated that the carpet in the rental unit at that time was approximately 5 to 6 years old.

The landlord further testified that the tenants had also agreed to pay for carpet cleaning at the end of the tenancy, however they failed to do so and he had to pay that.

The applicant also testified that when the tenants moved out he agreed to rent the unit to the female tenants sister, on a month-to-month basis, however approximately 2 weeks later tenant sister decided she did not want to stay in the rental unit, and therefore she moved out.

The applicant further testified that, after the tenants sister moved out he found that there were numerous items left in the garage, which had not been inspected during the moveout inspection as he did not think the tenants had been using the garage. As a result he had to hire someone to remove all the items from the garage.

The applicant further testified that after the tenants sister moved out, his wife was not satisfied with the cleanliness of the rental unit, as it had not been thoroughly cleaned, and required substantial further cleaning.

The landlords are therefore requesting a monetary order as follows:

|                                  |           |
|----------------------------------|-----------|
| Cleaning charges                 | \$730.80  |
| Pet damage to carpet             | \$800.00  |
| Disposal of garbage              | \$25.00   |
| Disposal of property left behind | \$25.00   |
| Disposal of property left behind | \$25.00   |
| Disposal of property left behind | \$25.00   |
| Carpet cleaning                  | \$131.25  |
| Quote to replace damaged carpet  | \$2861.54 |
| Filing fee                       | \$100.00  |

|       |           |
|-------|-----------|
| Total | \$4723.59 |
|-------|-----------|

The tenants testified that they cleaned the rental unit thoroughly when they moved out, and they have provided date stamped photo evidence to support that claim. They further stated that the landlord made no mention of the need for any further cleaning on the moveout inspection report.

The tenants further testified that they did agree to the cost of carpet cleaning and therefore do not dispute that portion of the landlords claim, and would have paid it had the landlord not filed this large dispute against them.

The tenants further testified that they are not aware of any damage to the carpet caused by their cat, and again nothing was mentioned of any damage to the carpet during the moveout inspection, or on the moveout inspection report.

The tenants further testified that, at the end of their tenancy, the female tenants sister entered into a month-to-month tenancy with the landlords, and even paid a security deposit, and it was she who left items in the garage when she moved out, they were not left by themselves and therefore they do not believe they should be held responsible for removal of those items.

The tenants are therefore requesting that the landlords full claim be denied, except for the cost of the carpet cleaning to which they had already agreed and had been willing to pay.

### Analysis

Since the tenants are not disputing the cost of the carpet cleaning, I will allow that portion of the landlords claim.

I am not, however willing to allow the remainder of the landlords claim as it is my finding that the landlord has not met the burden of proving his claim that these tenants caused damage to the rental unit or left the rental unit in need of further cleaning or garbage removal.

At the end of the tenancy the landlord and the tenants did an inspection of the rental unit and completed a moveout inspection report, and that report makes no mention of the need for further cleaning, nor does it make any mention of damage to the carpet in the rental unit.

The purpose of the moveout inspection report is to ensure that the parties have the opportunity to inspect the rental unit together to determine if there is any damage, or if any further cleaning is required at the end of the tenancy, and it is incumbent upon the landlord to ensure that there inspection is done thoroughly. It is not reasonable for landlord to come back after the report has been done and then claimed there is more damages and cleaning that was required yet not listed on the moveout inspection report.

Further, both the landlord and the tenant agree that the landlord entered into a new tenancy agreement with the female tenants sister after they had vacated and therefore, if any cleaning or removal of garbage/abandoned items was required after the sister vacated this is not a charge that can be passed on to these tenants.

Therefore the total amount of the claim that I will allow is the \$131.25 for carpet cleaning, which the respondents have not disputed.

I will not allow the landlords request for recovery of the filing fee however, as I have dismissed the majority of the landlords claim.

### Conclusion

I hereby Order pursuant to sections 38 and 67 of the Residential Tenancy Act that the landlords may retain \$131.25 of the tenants security/pet deposit and I have issued an Order for the landlord's to return \$1468.75 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: December 15, 2016

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Residential Tenancy Branch