



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, MND, FF.*

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of cleaning, loss of furniture and for the filing fee. The tenant applied for the return of the security deposit and for the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of cleaning, loss of furniture and for the filing fee? Is the tenant entitled to the return of the security deposit and the filing fee?

Background and Evidence

The tenancy started on February 11, 2018 and ended on September 30, 2018. The monthly rent was \$900.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$450.00.

Prior to this hearing the parties had attended a hearing on March 26, 2019. The Arbitrator determined that the landlord was deemed to have received the forwarding address on the day that she would receive the decision dated March 26, 2019. The landlord made this application in a timely manner.

The landlord stated that the tenant had not cleaned the unit and had not shampooed the carpet. The landlord is claiming the cost of cleaning. The landlord also stated that she had placed some second furniture in the carport and the tenant moved it around which resulted in damage to the furniture. The landlord agreed that the tenant had to access her rental unit through the carport and also agreed that wild rodents had defecated on the furniture. The tenant denied causing any damage to the furniture. The landlord that she cleaned up the furniture and sold at a loss of \$200.00. The landlord stated that due to the damage she did not recover the full price of the furniture.

The landlord's photographs depict some areas in the home that are not perfectly clean and damaged furniture. The tenant stated that she had cleaned the unit and vacuumed the carpet but did not have it shampooed. The landlord is claiming the following:

1.	Carpet Cleaning	\$130.00
2.	General Cleaning	\$180.00
3.	Damage to Furniture	\$200.00
4.	Filing fee	\$100.00
	Total	\$610.00

The tenant is claiming the return of her deposit and the recovery of the filing fee.

Analysis

Landlord's application:

1. Carpet Cleaning -\$130.00

Residential Tenancy Policy Guideline#1 addresses the responsibility for the residential premises.

With regard to carpets, the guideline states:

Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

This tenancy started in February 2018 and ended in September 2018. Since the length of the tenancy was less than one year, I find that the tenant was not required to shampoo or steam clean the carpets. The tenant stated that she had vacuumed the carpet and therefore the landlord's claim for \$130.00 is dismissed.

2. General cleaning \$180.00

The landlord has filed photographs of the rental unit that indicate that the unit was not fully cleaned. I find that the landlord is entitled to her claim.

3. Damage to Furniture - \$200.00

The landlord stated that the furniture was second hand and was defecated on by wild rodents. The landlord believes that the tenants moved the furniture to trap the wild rodents which resulted in damage to the furniture. The landlord was unable to provide information on the age or cost of the furniture. Since the furniture was placed in the carport and was at risk of damage from wild rodents, I find that the tenant cannot be held responsible for the damage. The landlord has not proven her claim and accordingly it is dismissed.

4. Filing fee - \$100

The landlord has proven a portion of her claim and therefore I award the landlord the recovery of the filing fee. The tenant is entitled to the return of the security deposit and since she has proven her claim she is entitled to the recovery of the filing fee.

Overall the landlord has established a claim of \$280.00 and the tenant has established a claim of \$550.00. I will use the offsetting provisions of section 72 of the *Act* to grant the tenant a monetary order in the amount of \$270.00 which consists of the difference in the established entitlements of both parties. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$270.00**

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 12, 2019

Residential Tenancy Branch