



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for cleaning the rental unit and for one additional day of rent; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord and the Tenant agree that this tenancy began on May 01, 2008, although the Tenants state they did not occupy the rental unit until May 04, 2008; that the Tenant were required to pay monthly rent of \$1,900.00 on the first day of each month; and that the Tenant paid a security deposit of \$950.00 on April 10, 2008.

The Landlord submitted a copy of a condition inspection report that was completed at the beginning of this tenancy, which is signed by both the male Tenant and an agent for the Landlord. This report declares that the rental unit was in clean condition at the beginning of the tenancy, although both parties agree that it was not thoroughly cleaned at the beginning of the tenancy. The Agent for the Landlord stated that the Tenants agreed to clean the rental unit in exchange for the right to take possession of the rental unit early. The Tenants agree that they were granted access to the rental unit a few days early, but they contend it was not in exchange for cleaning the rental unit.

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The Agent for the Landlord and the Tenant agree that this tenancy ended on April 30, 2009. The parties agree that a condition inspection report was completed at the end of the tenancy. This report declared that the rental unit required cleaning and two carpets required cleaning. The male Tenant signed this report to declare that he did NOT agree with the contents of the report.

The Agent for the Landlord and the Tenant agreed that the parties met at approximately 1315 hours on April 30, 2009 for the purposes of conducting a final inspection; that the Tenants were not completely finished cleaning the rental unit at that time; that the Agent for the Landlord left before the cleaning was completed because she had another appointment; that she permitted the Tenants to retain the keys for the purposes of completing the cleaning; and that they met again on May 01, 2009, at which time the keys were returned and a final inspection was completed. The Tenants stated that they finished cleaning the rental unit approximately ten minutes after the Landlord left on April 30, 2009.

The Agent for the Landlord stated that she was able to permit the Tenant's to retain the key until May 01, 2009, because the new tenants did not intend to occupy the rental unit until May 02, 2009. She declared that the new tenants paid full rent for May of 2009.

The Landlord and the Tenant both submitted photographs of the rental unit that were taken on May 01, 2009. They both demonstrate that the rental unit was left in reasonably clean condition, although the Landlord did submit photographs that show some areas in the rental unit needed minor wiping and was not "pristine".

The Tenant submitted photographs of the carpet that show it is reasonably clean however the Landlord submitted photographs, taken from a closer vantage point, that show the carpet had stains in two locations. The Tenant contends that the carpet is not stained and that the spots depicted in the photograph are areas that are still wet following their attempts to clean the carpet. The Tenant stated that they cleaned the carpets with a commercial cleaner and cloths at the end of the tenancy, although they acknowledge that they did not steam clean the carpets. The Agent for the Landlord declared that the carpets were stained and that the stains depicted in the photograph disappeared after the carpets were professionally cleaned.

The Landlord is claiming \$45.00 in compensation for general cleaning of the rental unit, for which a receipt was submitted. The Landlord is claiming \$154.35 in compensation for cleaning the carpets in two bedrooms, for which a receipt was submitted. The Landlord is claiming compensation, in the amount of \$63.00, as the Tenants did not return the keys to the rental unit until May 01, 2009. The Agent for the Landlord stated that the \$63.00 is the equivalent of one day's rent.

Analysis

Section 37(2) of the *Residential Tenancy Act (Act)* requires tenants to leave a rental unit in “reasonably clean” condition. Based on the photographs provided by both parties, I find that the Tenant did leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that they are not obligated to compensate the Landlord for any “general cleaning” costs that were incurred by the Landlord for the purposes of cleaning the rental unit to a standard that exceeds the legislated requirements.

After hearing the statements of both parties regarding the stains on the carpet and after viewing the photographs of the carpet submitted by both parties, I find that the carpets were stained during this tenancy. I favour the evidence of the Landlord over the evidence of the Tenant in this regard because, in my view, the size, shape, and location of the marks on the carpet, as seen in the photographs submitted by the Landlord, are more likely stains than water marks.

I find that the Tenant failed to comply with section 37(2) of the *Act* when they failed to repair the damage they caused to the carpets. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant’s failure to comply with the *Act*, which in these circumstances is \$154.35.

Section 67 of the *Act* authorizes me to order a tenant to compensate the landlord if the landlord suffers a loss as a result of the tenant not complying with the *Act*. In these circumstances, I am not satisfied that the Landlord suffered a loss due to the fact that the Tenant did not return the key on the day the tenancy ended. In reaching this conclusion, I was strongly influenced by the Landlord’s acknowledgement that the new tenant paid rent for the entire month of May. As the Landlord received rent from the new tenant for May 01, 2009, I find that the Landlord did not suffer a loss as a result of the Tenant retaining the keys for an additional day. On this basis, I dismiss the Landlord’s claim for compensation for rent for one day in May.

I decline to award the Landlord compensation for the cost of filing this Application for Dispute Resolution, as I find that this dispute may have been resolved between the parties without the need for a dispute resolution hearing if the claims made by the Landlord had been more reasonable.



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Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$154.35 for cleaning the carpets. I hereby authorize the Landlord to retain this amount from the Tenant's security deposit.

The Landlord is obligated to return the remainder of the security deposit, plus interest, to the Tenant, in accordance with section 38 of the *Act*.

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 19, 2009.

Dispute Resolution Officer