



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

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 damages, to retain all or part of the security deposit, and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Both parties were present 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 affirmed oral evidence, to cross-examine the other party, and to make submissions during the hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary Order for cleaning costs and damages; to keep all or part of the security deposit; and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy commenced on July 14, 2007 and terminated on May 31, 2009. The tenants paid a security deposit of \$650.00 on July 14, 2007.

The landlord is claiming compensation for costs:

- carpet cleaning \$120.00
- rental unit cleaning \$200.00
- broken freezer part \$48.80

A move-in and move-out condition inspection report was submitted as evidence. The move-out report is signed by one of the tenants agreeing to pay for carpet cleaning costs only. The tenant did not agree to any further deductions from the deposit. The move-in condition inspection indicates that the carpet was covered in hair.

The landlord photographs indicated cleaning required at the end of the tenancy to a number of items in the home. During the hearing the tenants agreed they did not clean the cupboards or refrigerator. The tenants stated that during the move-in inspection the

landlord told them that they did not need to notate minor cleaning that was required; that only damage needed to be notated.

The tenants stated that they had moved to Canada from Russia and did not understand what to expect as far as cleaning standards in rental property. The tenants stated they accepted the rental unit in a less than clean state and did not complain. The tenants testified that the landlord was 45 minutes late for the move-out inspection; the landlord stated she was 5 minutes late. The tenants stated that they were not given adequate time to respond to the landlord's concerns.

The landlord testified that the oven, stove-top, cupboards, drapes, the tops of the kitchen cupboards, the bathroom tub/tile and behind appliances all required cleaning. During the move-in inspection the tenants were not shown behind the appliances and the tops of the counters. The landlord claimed \$48.80 for replacement of a freezer part that was broken. The landlord stated that the freezer is 25 years old. The tenants acknowledged that this part was broken.

Analysis

The tenants have accepted responsibility for carpet cleaning costs in the sum of \$120.00. I find that the landlord is entitled to cleaning costs in the sum of \$100.00 for costs related to the refrigerator, stove, drapes and cupboards that were not cleaned by the tenants. I have not accepted any other costs claimed by the landlord and have determined that the tenants can not be held responsible for cleaning of areas that were not shown to them at the start of the tenancy. I have determined that the broken freezer part is from wear and tear to a 25 year old appliance and dismiss the landlord's claim for costs.

I find that the Landlord's application has partial merit, and I find that the Landlord is entitled to recover 50% of the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The landlord is entitled to compensation in the sum of \$245.00. The landlord is retaining a deposit, plus interest, in the sum of \$664.38 and may deduct the amount owed from the deposit. I Order that the balance of the deposit, \$419.38 be returned to the tenants immediately upon receipt of this decision.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$245.00, which is comprised of \$100.00 cleaning costs, \$120.00 carpet cleaning and \$25.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord is Ordered to return, forthwith, the balance of the deposit in the sum of \$419.38 to the tenants and I have granted the tenants a monetary Order in that amount. In the event that the landlord does not comply with this Order, it may be served on the

landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

I have enclosed with this decision a copy of the most recent Guide for Landlords and Tenant in British Columbia for each party.

Dated August 06, 2009.

Dispute Resolution Officer