

DECISION

Dispute Codes: MNSD, MNDC, FF, O

This hearing dealt with a cross applications by the parties. The tenant made an application for the return of the security deposit. The landlord made an application for a monetary order for damages and an order to retain the security deposit in partial satisfaction of the claim.

At the outset of the hearing, the tenant said that he was not disputing the carpet cleaning charges in the amount of \$63.00.

On July 21, 2007, the landlord collected a security deposit from the tenant in the amount of \$300.00. The tenancy began on the same day. A monthly rent of \$600.00 was payable in advance on the first day of each month. The tenancy ended on June 30, 2008. On August 7, 2008, the landlord returned to the tenant, a partial refund of the security deposit in the amount of \$100.00.

Issue #1 – Landlord’s Claim of Damages

The landlord is claiming these costs incurred in addressing the damages.

Removal of satellite dish	\$ 75.00
Bathroom repair	\$1700.00
Loss of income for July and August	\$1200.00

Removal of Satellite Dish

The landlord said that when the tenant moved in, there was a satellite dish already installed but the tenant replaced the existing satellite dish with a new

one. The landlord also said that she asked the tenant to remove the new satellite dish when he moved out but he refused. The tenant said that he never installed a new satellite dish. Rather, when he moved in, he wanted to take advantage of the existing satellite dish, so he obtained permission from the landlord to subscribe to satellite service with Bell Canada. I asked the landlord three times if she understood the difference between setting up a new account for satellite service and installing a new satellite dish, she became evasive and did not provide an answer. Based on the above, I find that the tenant should not be responsible for removal of the satellite dish. I dismiss the landlord's claim in this regard.

Bathroom Repairs

The landlord said that in early June, there were leaks in the bathroom due to the tenant cleaning the bathroom tiles with a brush. She added that the brushing had caused the tiles to become uneven. The tenant said that the leaks had started prior to their moving into the unit. The repairs of their bathroom started in early June and these repairs were completed by June 16. At the time, the landlord did not indicate that she was seeking recovery of these repair charges from the tenant. Rather, the landlord's claim for these charges surfaced only after the tenant made an application for the return of his security deposit. I do not find implausible the landlord's explanation that the cleaning of the bathroom tiles with a brush would cause water leaks. Furthermore, while the repairs were completed on June 16, I find no evidence to indicate that the landlord had asked the tenant to pay for these repairs until December 10 when she filed her application with the Residential Tenancy Branch. Based on the above, I dismiss the landlord's claim in this regard.

Loss of Rent

The landlord is claiming for 2 months' rent in the amount of \$1200.00 as loss of income. She explained that she was unable to re-rent the unit due to the repairs and cleaning. I note that the bathroom repairs were completed by June 16. Furthermore, the tenant said that as he was still in residence after the repairs of the bathroom were completed, he did all the cleaning up. I also note that no evidence was adduced to indicate any cleaning was required after the tenant moved out except for the carpet cleaning. I find that the carpet cleaning should not take two months to complete. Based on the above, I dismiss the landlord's claim in this regard.

Based on all of the above, I find that the landlord is entitled to a monetary order of \$63.00 for carpet cleaning.

Issue #2 – Tenant's Claim of Return of His Security Deposit

The tenant is seeking for the return of the security deposit and interest. As stated above, the landlord has established a claim for \$63.00 for carpet cleaning. I therefore order the tenant to retain the \$100.00 he had already received from the landlord and I grant the tenant an order under section 67 for the balance due of \$143.55. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As both parties have established an amount of claim, I decline to award the filing fees to either party.

Dated February 04, 2009.