



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 dealt with the landlord's Application for Dispute Resolution to keep all or part of the security deposit and for a monetary order for additional pro-rated rent.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary Order for additional pro-rated rent; for 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 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord has submitted into evidence the following documents:

- A copy of a tenancy agreement with a four page addendum signed by the parties on February 7, 2008 for a 1 year fixed term tenancy beginning on February 15, 2008 converting to a month to month tenancy on March 1, 2009 for a monthly rent of \$1,400.00 and security deposit of \$700.00 was paid on February 7, 2008;
- A copy of a Condition Inspection Report – completed for move in on February 14, 2008 and for move out on July 1, 2009. The report was signed by both parties for the move in report but by neither party for the move out report;
- A copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property dated April 27, 2009 with an effective vacancy dated of June 20, 2009, citing the rental unit will be occupied by the landlord or the landlord's spouse or close family member;
- A copy of a receipt for carpet and installation, dated March 1, 2008 for the rental unit;
- A copy of a receipt for 1 hour cleaning service dated July 7, 2009 for the rental unit in the amount of \$51.00;
- A copy of a receipt for carpet steam cleaning dated July 3, 2009 in the amount of \$103.95;
- A copy of a receipt to replace a light bulb dated July 9, 2009 in the amount of \$65.62; and
- Several emails between the tenant and the property manager, regarding the items noted above and pro-rated rent.

The landlord's application outlines the monetary claim against the security deposit as follows:

Description	Amount
Kitchen Cleaning	\$51.00
Carpet Steam Cleaning	\$103.95
Light bulb/fixture replacement	\$65.62
One day prorated rent	\$45.16
Total	\$265.73

The landlord's agent testified that she had arranged a move out inspection for June 30, 2009 and after some phone call exchanges with the tenant that they were caught in traffic and need more time, she arrived at the rental unit around 5:00 p.m. and agreed to give the tenants a new move out inspection report time of July 1, 2009 at 9:00 a.m.

The agent also testified that about half of the cupboards in the kitchen had crumbs and the stove was greasy and both required cleaning. The tenant disputes these statements but does agree that silverware drawer had some crumbs.

The landlord's agent testified that the light bulb replacement required the use of a ladder and therefore she had to hire someone to replace the bulb and cover. The tenant suggested that standing on a chair would suffice to install the light bulb.

He further testified that when he moved in to the rental unit the property manager told him that if there were any light bulbs missing or burned out, he could replace them and invoice the property manager. He testified there had been two bulbs missing when he moved in.

The tenant testified that he did clean the carpets by renting a steam cleaner from a grocery store, but he is unable to provide receipts as they are lost. The landlord's agent contends there was a stain in one room and that it did not appear that the carpets had been cleaned.

Analysis

Section 37(2) of the *Act* states when a tenant vacates a rental unit they must leave it reasonably clean and undamaged except for reasonable wear and tear. The Residential Tenancy Policy Guidelines state that a tenant is responsible for steam cleaning or shampooing carpets at the end of a tenancy of at least one year in duration.

As this tenancy was for over one year in duration and since the tenant has not provided any evidence to support his claim that he cleaned the carpets, I find the landlord is entitled to funds in the amount of \$103.95 for the expense of cleaning the carpets.

The guidelines also state that a tenant is responsible for replacing light bulbs in his or her premises during the tenancy. As such, I find that the tenant is responsible for the replacement of a single light bulb. I find the landlord's charge of \$65.62 to be completely unreasonable and award the landlord \$5.00.

In relation to the landlord's claim for cleaning the condition, the verbal evidence provided by the landlord's agent is disputed by the tenant and the Condition Inspection Report is unsigned by either party, rendering an accurate record of the cleanliness of the kitchen unavailable to this hearing, as such I dismiss this portion of the landlord's claim.

Section 37(1) of the *Act* states that unless the landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends. The testimony provided confirms that the landlord's agent and the tenant agreed to the meeting on July 1, 2009 to complete the end of the tenancy.

In addition, the end of the tenancy resulted from the landlord issuing a 2 Month Notice to End the Tenancy for Personal Use as the landlord was going to move into the rental unit. As per the agent's testimony the landlord did not move in immediately and as such as suffered no loss or damage resulting from the agreed changes to the end of the tenancy. I therefore, dismiss this part of the landlord's application

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$133.95** comprised of \$108.95 carpet cleaning and a light bulb and the \$25.00 of \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$709.44 in satisfaction of this claim and return the balance of \$575.49 to the tenant.

I grant a monetary order to the tenant in the amount of **\$575.49**. This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: January 22, 2010.

Dispute Resolution Officer