

## Decision

### Dispute Codes:

MNSD; FF

### Introduction

This is the Landlord's application to retain the security deposit in satisfaction of a monetary claim for damages and unpaid rent; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony and the Hearing proceeded on its merits.

### Issues to be Decided

- Is the Landlord entitled to retain the security deposit in satisfaction of a monetary claim for damages and unpaid rent?

### Background and Evidence

A copy of the tenancy agreement was entered in evidence. This tenancy began on August 1, 2008. At the beginning of the tenancy, there were two Tenants. The male Tenant moved out of the rental unit on June 28, 2009.

The Tenants paid a security deposit in the amount of \$450.00 on July 13, 2008. Rent at the beginning of the tenancy was \$900.00 per month. When the male Tenant moved out, the Landlord and the female Tenant agreed to reduce the rent to \$800.00 per month as long as the female Tenant lived in the rental unit by herself and did not use the fireplace. The Landlord also agreed that the female Tenant could have a cat.

The Landlord testified that the male Tenant moved back in to the rental unit for the months of September and October, 2009. The Landlord is seeking \$200.00 in unpaid rent. The Tenant testified that the male Tenant stayed with her for one week in September, before moving into a recovery house for the remainder of September and

October, the female Tenant stated that the male Tenant came by once in a while to visit during that period, but did not move back in. The female Tenant stated that the Landlord did not say anything about the male Tenant's visits at the time. The female Tenant provided a document from the recovery house in support of her testimony.

There was no move-in inspection done. The Landlord testified that the male Tenant was present on the last day of the tenancy and that they did a walk-through of the rental unit together at about 12:30 p.m. The female Tenant testified that the male Tenant was there to help her move, but not as a Tenant, and that the Landlord was aware the female Tenant was working until 3:00 p.m.

The Landlord testified that the Tenants abandoned an old couch at the rental unit, and applied for compensation for the cost of taking the couch to the dump, in the amount of \$31.75. The Landlord testified that the Tenants removed a large area rug from the rental unit that belonged to the Landlord, and applied for compensation for the cost of a replacement rug in the amount of \$32.47. The Landlord testified that the Tenants did not shampoo the carpets, and applied for compensation for the cost of carpet cleaning in the amount of \$99.75. The Landlord testified that the Tenants removed the cover and battery from the smoke detector, and applied for compensation for the cost of replacing the smoke detector in the amount of \$18.57, plus tax. The Landlord testified that the Tenants did not return the keys to the rental unit, and applied for compensation for a new dead bolt and key cut, in the amount of \$39.99, plus tax. The Landlord also applied for compensation in the amount of \$20.00 for cleaning the stove at the rental unit. The Landlord's total claim for compensation is \$249.51.

The female Tenant testified that the couch did not belong to her, and that the Landlord advertised that she had storage space on her property. The Tenant believes the couch may be an item that was stored at the Landlord's house by another party. The Tenant denied taking a rug or removing the cover and battery from the smoke detector. The Tenant testified that the Landlord told her she didn't have to clean the carpets. The Tenant agreed that she did not return the keys to the Landlord, but stated that the Landlord had gone on holiday and she did not want to leave the keys in the Landlord's

mailbox. The Tenant testified that she cleaned the oven before moving out and that the picture provided by the Landlord depicted the stains that were left after cleaning, as the stove was old.

### Analysis

There was disagreement between the female Tenant and the Landlord with respect to whether or not the male Tenant was living with the female Tenant for the months of September and October, 2009. This is an important point, because the Landlord is claiming \$200.00 in unpaid rent for the additional Tenant. The document from the recovery house states that the male Tenant was a resident there for the months of September and October, 2009. The female Tenant testified that he stayed with her for a week in mid-September, and came back once in a while to visit after that. The male Tenant was also at the rental unit on the day the tenancy ended. I find that the male Tenant was often at the rental unit, but was living at the recovery house for the months of September and October. Therefore, I dismiss the Landlord's application for \$200.00 in unpaid rent.

The tenancy lasted for a period of more than one year. In tenancies lasting a year or more, the tenants are required to shampoo the carpets, particularly if pets are present in the rental unit. The Tenant did not shampoo the carpets, and I accept the Landlord's testimony that she did not tell the Tenant she didn't have to shampoo the carpets. Therefore, I allow the Landlord's claim for the cost of shampooing the carpets. The Landlord provided a receipt in evidence.

The Tenant agreed that she had not returned the keys to the Landlord. Therefore, I allow the Landlord's claim for the cost of a new deadbolt and cutting a key. The Landlord provided a copy of the receipt in evidence.

I accept the Tenant's testimony with respect to the oven. The photograph provided appears to show stains, rather than grime, inside the oven. I dismiss this portion of the Landlord's claim.

The onus is on the Landlord to arrange for Condition Inspection Reports at the beginning and the end of a tenancy. If the Tenant is provided with two opportunities to attend a Condition Inspection and the Landlord provides the Tenant with a final opportunity to schedule an inspection, in writing, then the Landlord may perform the Inspection on her own. In this case, there was no move-in Condition Inspection Report done, nor was there a final opportunity provided to the Tenant for a move-out Condition Inspection. There is no documentation to prove the condition of the rental unit at move-in compared to move-out, and I dismiss the remainder of the Landlord's claim with respect to compensation for dumping the couch; replacing the rug; and replacing the smoke detector.

The Landlord has been partially successful in her application and is entitled to recover the cost of the filing fee from the female Tenant.

The Landlord has established a monetary claim as follows:

Recover of the filing fee	\$50.00
Cost of shampooing the carpets	\$99.75
Cost of dead bolt and cutting keys	\$39.95
Plus taxes	<u>\$4.80</u>
TOTAL monetary award	\$194.50

Interest has accrued on the security deposit in the amount of \$3.17. Pursuant to the provisions of Section 72 of the Act, the Landlord may deduct her monetary award from the security deposit. I order the Landlord to return the remainder of the security deposit and interest, in the amount of \$258.67, to the female Tenant forthwith.

### Conclusion

I hereby grant the female Tenant a Monetary Order in the amount of \$258.67 against the Landlord. This Order must be served on the Landlord and may be filed in the

Provincial Court of British Columbia (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: April 9, 2010