



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim and a cross-application by the tenants for an order for the return of double the deposit. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?  
Are the tenants entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began on or about August 19, 2009 and ended on or about August 30, 2010. The parties further agreed that the tenants paid a \$425.00 security deposit and that the landlord received the tenants' forwarding address in writing on September 9, 2010. The parties did not complete a condition inspection report either at the start or the end of the tenancy.

The landlord testified that the linoleum and carpet in the rental unit was installed in June 2009 and was in perfect condition when the tenancy began. At the end of the tenancy, there were several small marks in the linoleum in front of the stove as well as a few small burn marks. The landlord provided photographs showing the marks. The landlord estimated that it would cost at least \$996.80 to replace the linoleum and seeks to recover that cost. The tenant testified that the linoleum was damaged at the outset of the tenancy and recalled snagging a sock within a few days of the start of the tenancy.

The landlord testified that at the end of the tenancy there was a fist-sized mark which appeared to be bleach in the bedroom carpet and a second, smaller mark in the hallway. The tenant testified that he does not use bleach and therefore could not have caused a bleach stain and further testified that the landlord exaggerated the size of the

stain in the bedroom as he estimated it was no larger than a toonie. The tenant stated that the landlord did not mention the stain in the hallway prior to the time she made her application for dispute resolution.

The landlord testified that the tenants did not adequately clean the rental unit at the end of the tenancy. Specifically, the landlord's witness N.J. who performed the cleaning, claimed that she had to wash walls and windows, clean the oven and wash the linoleum. The tenant testified that the rental unit was thoroughly cleaned at the end of the tenancy. The tenant's witness, L.N., testified that she performed the cleaning and washed the windows inside and out, cleaned the stove and countertops and vacuumed and swept. The landlord submitted into evidence N.J.'s invoice which shows she was paid \$90.00 to clean the rental unit, which is the cost the landlord seeks to recover.

The landlord testified that the tenants did not steam clean the carpets at the end of the tenancy and seeks to recover the \$170.00 paid to N.J. for carpet cleaning. The tenant testified that he did not steam clean the carpet because vacuuming left it sufficiently clean.

Both parties seek to recover the filing fees paid to bring their applications.

### Analysis

Section 38(6) of the Act provides that landlords who fail to act within 15 days of having received the forwarding address are required to pay double the security deposit. I find that the landlord applied for dispute resolution on the 15<sup>th</sup> day after having received the tenants' forwarding address and therefore is not liable for double the deposit. The tenants' claim is dismissed.

The landlord bears the burden of proving her claim on the balance of probabilities. The landlord provided evidence that the linoleum was installed in June 2009 and argued that this was proof that the linoleum was in perfect condition at the start of the tenancy. The tenant claimed that the linoleum was already damaged when the tenancy began. Although the linoleum was new in June 2009, 2 months passed before the tenancy began. I find that the linoleum could have been damaged in that time period and in the absence of evidence such as a condition inspection report proving the condition of the unit at the start of the tenancy, I find that the landlord has not proven that the tenants caused the damage. The claim is dismissed.

The tenants did not deny having caused the stains in the carpet, but merely asserted that they did not use bleach. I find it more likely than not that the tenants caused the stains. The landlord seeks to recover the entire cost of replacing the carpet. I find that

as the carpet is still fit to be used as a carpet, the landlord is limited to recovering the amount by which the value of the carpet has been diminished. I find that \$50.00 will adequately compensate the landlord and I award her that sum.

The tenants lived in the rental unit for one year. Residential Tenancy Policy Guideline #1 provides that when a tenancy lasts for one year, tenants are expected to have carpets steam cleaned. Although the tenants were not of the opinion that the carpet required steam cleaning, I find that it was reasonable of the landlord to have the carpets cleaned after a one year tenancy. I award the landlord \$170.00 for carpet cleaning.

The landlord provided photographs showing the condition of the rental unit at the end of the tenancy. The photographs show that a few small areas on the stove and oven required cleaning. While N.J. testified that additional cleaning was required, L.N. testified that the unit was sufficiently cleaned. In the absence of corroborating evidence such as a condition inspection report to show the condition of the unit at the end of the tenancy, I find that the photographs show that less than ½ an hour of work would have been required to clean areas which were insufficiently cleaned. Applying a rate of \$30.00 per hour, I award the landlord \$15.00 for the minimal additional cleaning which I find was required.

I find that the landlord should recover the filing fee paid to bring her application and I award her \$50.00.

### Conclusion

The landlord has been awarded a total of \$285.00. I order the landlord to retain this amount from the security deposit and I order her to return the balance of \$140.00 to the tenants forthwith. I grant the tenants a monetary order under section 67 for \$140.00. This order may be filed in the Small Claims Division of the Provincial Court 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 28, 2011

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Residential Tenancy Branch