



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD FF O

Introduction

This hearing dealt with an application by the tenants for double recovery of the security deposit, as well as other monetary compensation. Both tenants and both landlords participated in the teleconference hearing.

The landlord and tenants agreed in the hearing that the tenants provided their forwarding address to the landlord in their application for dispute resolution, which the landlord was presumed to have received by January 26, 2011. The landlord returned the security deposit to the tenants on January 31, 2011. I therefore dismissed this portion of the tenants' application.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 1, 2010. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$375. Cable TV and internet were included in the monthly rent. The previous tenants had not had the carpets cleaned, so the landlord provided a machine and cleaning materials and the tenants cleaned the carpets themselves. The tenants vacated the rental unit on January 1, 2011.

The tenants have claimed monetary compensation regarding cable and internet and for labour for the carpet cleaning.

During the tenancy, the tenants discovered that their cable and internet connection was illegal. The tenants therefore felt that they were subsidizing the landlords' cable and internet, and they are entitled to recovery of the costs of basic cable and internet for the five months of the tenancy, in the amount of \$414.12.

In regard to the carpet cleaning, the tenants believed that the landlord ought to compensate them for their labour for cleaning the carpets themselves at the outset of the tenancy. The tenants have claimed \$175 for their labour of two hours, based on what a professional rate would be for cleaning approximately 700 square feet of carpet.

The landlord's response was as follows.

The cable and internet were included in the rent, along with other utilities such as hydro and hot water. The cable company told the landlord that they were allowed to share internet and cable in their own home. The tenants should not be entitled to this amount.

The carpet was not cleaned at the outset of the tenancy, and the landlord contacted the tenants several times to clean the carpets, but the tenants said the times proposed were not convenient. Eventually the landlord provided the machine and materials for the tenants to clean the carpets themselves. There was never any mention of paying the tenants for their work.

Analysis

I find that the tenants are not entitled to the monetary amounts claimed. The cable and internet were included in rent, along with other utilities, and it is not relevant that the cable and internet connection to the tenants may have been illegal. The tenants did not allow the landlord to do the cleaning when the landlord offered, and there was no agreement that the landlord would pay the tenants for their labour.

Conclusion

The application of the tenants is dismissed.

As their application was unsuccessful, they are not entitled to recovery of the filing fee for the cost of their application.

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 19, 2011.

Residential Tenancy Branch