



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

Tenant's application filed November 10, 2010: MNDC; MNSD; OLC; FF

Landlords' application filed November 22, 2010: MND; MNSD

### **Introduction**

This Hearing was convened to consider cross applications. The Tenant seeks return of a portion of the security deposit; an Order that the Landlords comply with the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlords.

The Landlords seeks a Monetary Order for damages to the rental unit and a portion of rent for the month of November, 2010; to retain the security deposit in satisfaction of the Landlords' monetary award; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

### **Issues to be Decided**

- Is the Tenant entitled to partial return of the security deposit?
- Are the Landlords entitled to compensation for the cost of cleaning the oven and shampooing the carpets at the end of the tenancy, and for the cost of replacing a broken toilet seat?
- Are the Landlords entitled to retain a portion of the security deposit in satisfaction of their monetary award?

### **Background and Evidence**

This tenancy began on November 1, 2008. Monthly rent was \$1,200.00 due on the first day of each month. The Tenant paid a security deposit in the amount of \$600.00 at the beginning of the tenancy. On October 6, 2010, the Tenant gave notice in an e-mail that

she would be moving out of the rental unit on November 1, 2010. No Condition Inspection Report was prepared at the beginning or the end of the tenancy.

The Tenant provided the following testimony:

The Tenant vacated the rental unit on November 1, 2010 and arranged to meet with the female Landlord on November 9, 2010, to return the key and do a walk through. The Tenant was expecting to receive the security deposit back, less \$200.00 in compensation to the Landlords for short notice. The Landlord did not show up at the rental unit on November 9, 2010, and sent her nephew instead. The Tenant did not receive any of the security deposit back.

The Tenant did not clean the oven at the end of the tenancy because she forgot to turn the self-cleaning oven on. The Tenant paid a cleaner \$60.00, for 3 hours of work, to clean the rental unit at the end of the tenancy. The Tenant is not sure if the cleaner shampooed the carpets.

The Landlord provided the following testimony:

The Tenant broke a toilet seat and the Landlords seek a monetary award of \$40.00 for the cost of replacing the toilet seat. The Landlord testified that the toilet seat was 4 years old.

The Landlords seek \$30.00 for the cost of cleaning the oven and \$150.00 for the cost of shampooing the carpets at the end of the tenancy.

**Analysis**

The Landlords have not applied for loss of revenue because of the Tenant's short notice. The Tenant has volunteered to pay \$200.00 in compensation to the Landlord and the Landlord did not dispute this at the Hearing. Therefore, I find that the parties have reached an agreement that the Landlord will retain \$200.00 from the security deposit for loss of revenue.

There is insufficient evidence with respect to the Landlords' claim regarding the toilet seat. No Condition Inspection was done at the beginning or end of the tenancy to indicate the state of repair of the toilet seat. No receipt was provided, indicating the cost of replacing the toilet seat. Therefore, this portion of the Landlords' claim is dismissed.

A tenant is required to leave the rental unit in a reasonable state of cleanliness at the end of the tenancy. The Tenant agreed that she did not clean the oven at the end of the tenancy. I allow the Landlords' claim in the amount of \$30.00 for the cost of cleaning the oven.

The Tenant was not certain if the carpets had been shampooed. This tenancy was a 2 year tenancy. Carpets are expected to be shampooed on a yearly basis. I find the Landlords' claim of \$150.00 to shampoo the carpets to be a reasonable one and allow this portion of their claim.

The Landlords have established a monetary claim in the amount of \$180.00 for cleaning and \$200.00 for loss of revenue.

Pursuant to the provisions of Section 72 of the Act, the Landlord may retain \$380.00 from the security deposit. The remainder, together with interest in the amount of \$1.50, must be returned to the Tenant.

The Tenant applied to recover the cost of the filing fee. Both parties have been partially successful in their applications, and I order that they each bear their own cost of filing their applications.

I hereby provide the Tenant with a Monetary Order in the amount of \$221.50. ( $\$600.00 - \$380.00 + \$1.50 = \$221.50$ )

### **Conclusion**

I hereby provide the Tenant with a Monetary Order in the amount of \$221.50 against the Landlords. This Order must be served on the Landlords 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 05, 2011.

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Residential Tenancy Branch