



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF
 MND, FF

Introduction

This hearing dealt with cross application by the landlord and tenant. The application by the landlord is for a monetary order for damage to the rental unit and recovery of the filing fee. The application by the tenant is for return of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

Background and Evidence

The landlord testified that the tenants did not thoroughly clean the rental unit and the landlord had to have the carpets shampooed, the oven/stove cleaned and the main bathroom cleaned. The landlord stated that the walls had to be repaired as the tenants put shelving up on the living room walls and did not remove the drywall screws and repair and paint the holes. The landlord stated that a cupboard door was damaged and had to be repaired and that the tenant had left a vehicle in the parking spot and did not remove it by February 2, 2011 as promised.

The tenants testified that they had thoroughly cleaned the rental unit and claim that the landlord has altered the move out inspection report. The tenants stated that originally the report showed the rental unit as good condition and was altered to show the unit having damage and areas not cleaned. The landlord was adamant that the report was not altered and the parties could not agree on this matter.

The tenants stated that the rugs had not been shampooed but sprayed with carpet cleaner and vacuumed. The tenants did admit that they had put up shelving on the walls and that they had never been told they couldn't and maintain that the walls had been properly smoothed over when the shelves were taken down. The tenants stated that the main bathroom was cleaned at which point the landlord claimed that KN said it had not been cleaned as it was the bathroom WC used and it was up to WC to clean it. The

tenants were adamant that the stove and oven were clean upon vacating the rental unit and pointed to the fact that workers were in the unit for a couple of weeks after the tenancy ended.

The tenant admitted that the vehicle left behind in the parking spot was to be gone by February 2, 2011 but maintains that the landlord told him it was OK for it to remain there until the wreckers came to tow it away.

The tenant stated that he did not believe the receipts submitted by the landlord to be real and that the landlord was pulling number 'out of her head'. The landlord stated that she had continually tried to contact the tenants to resolve the issue of the security deposit but that the tenants would not respond to her calls so the landlord deducted the \$417.55 cost of repairs and returned \$257.85 to the tenants.

The landlord acknowledged that she received the tenants forwarding address on February 1, 2011 but did not file her application through this office until March 17, 2011 as she thought just one party had to make an application for all matters to be heard.

The landlord in this application is seeking \$417.55 compensation the following:

- Carpet cleaning \$89.95
- Cupboard door repair \$100.00
- Wall repair \$117.60
- Cleaning \$50.00
- Parking over-holding \$60.00

The tenants in this application are seeking \$1350.00 in return of double the security deposit less the \$257.85 already returned by the landlord.

Analysis

Based on the documentary evidence and testimony I find that the landlord has met the burden of proving that they are entitled to compensation for damages and cleaning. The tenants acknowledge putting shelves up on the walls and repairing the walls by smoothing over the holes did not return the walls to their original condition. The tenants also acknowledge that the carpets were not shampooed but simply sprayed and vacuumed. In regards to the bathroom and oven not being cleaned and the damaged cupboard I accept the landlord's photographic evidence. The landlord is therefore entitled to \$417.55 compensation for damages and cleaning.

Based on the documentary evidence and testimony I find that the tenants have met the burden of proving that they are entitled to return of double the security deposit. As the

landlord has returned \$257.85 of the security deposit to the tenants this amount will be deducted from the \$1350.00 total resulting in a balance of \$1092.15 to the tenants

As both parties have had success in their applications neither is entitled to recovery of the \$50.00 filing fee as these amounts off-set each other.

Conclusion

The landlord has established a monetary claim for **\$417.55** and has retained this amount from the tenant's security deposit in full satisfaction of the claim.

I find that the tenants have established a monetary claim for **\$1092.15**.

A monetary order in the amount of **\$1092.15** has been issued to the tenants and a copy of it must be served on the landlord. If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 17, 2011.

Residential Tenancy Branch