



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

The tenants supplied a written statement, a copy of which was not supplied to the landlord, and therefore I will not consider that statement.

I did however give the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$853.00. At the hearing the parties also agreed to deal with a claim for an outstanding water bill totalling \$461.78.

Background and Evidence

The applicant testified that:

- There was a microwave oven in the rental unit at the beginning of a tenancy; however at the end of the tenancy it was missing and therefore the landlord replaced the microwave oven at a cost of \$112.00.

- There was a lawnmower supplied with the rental unit at the beginning of the tenancy, however the end of the tenancy it was missing and had to be replaced at a cost of \$156.00.
- The tenants left the carpets in the rental unit in need of cleaning, there were some stains, and the stairs were very dirty. The carpet cleaning cost totalled \$145.62.
- The tenants were supposed to be out of the rental unit by the end of August 2011 however they did not vacate the rental unit until September 7, 2011, and their subtenant did not vacate until September 8, 2011. Therefore they are requesting seven days of rent for a total of \$385.00.
- The tenants also left an outstanding water utility bill and their portion of that bill is \$461.78.

The respondent's testified that:

- The microwave oven was taken by mistake by their subtenant, and they tried to return it to the landlord once they found out it had been taken, however the landlord refused to take it saying he already had to purchase a new one.
- There was no lawnmower at the rental property when they rented the rental unit; they had to supply their own lawnmower.
- They have their own carpet cleaner and they cleaned the carpets as best they could prior to vacating, although they do admit that the stairs did not come clean.
- They had spoken with the owner of the rental unit, and the owner told them that they could keep their belongings in the lower portion of the house until September 10, 2011, because he only needed access to the upper portion to paint and would not be moving into the rental unit until September 14, 2011.
- They do not dispute the claim for the water utility and do owe this money.

Analysis

Microwave oven

It is my decision that I will allow the claim for the microwave oven, because the tenants admit to having removed the microwave oven at the end of the tenancy and the landlord had already purchased a new one before the tenants offered to return the oven.

Lawnmower

I deny the claim for the lawnmower because the landlord has not met the burden of proving a lawnmower was supplied to the tenants at the beginning of the tenancy. The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

Carpet cleaning

I will allow the claim for carpet cleaning because it is my finding that the landlords have shown that the carpets were left in need of cleaning. The tenants themselves admitted that the stairs in the rental unit did not come clean when they attempted to clean them, and the invoice from the carpet cleaner clearly states that there were stains in the carpets.

Rent

I also allow the claim for seven days rent; the tenants admit that they were not fully out of the rental unit and that their subtenant was not out of the rental unit until the eighth of the month. The tenants claim that the owner told them they could stay until the 10th of the month however they have provided no evidence in support that claim, and therefore they have not met the burden of proving that claim.

Water utility bill

The tenants do not dispute this bill.

The total amount of the claim that I have allowed is as follows:

Replace microwave oven	\$112.00
Carpet cleaning	\$145.62

Rent	\$385.00
Water utility	\$461.78
Filing fee	\$50.00
Total	\$1154.40

Conclusion

I have allowed \$1154.40 of the claim, and therefore the landlords may retain the full security deposit of \$825.00, and have issued a monetary order in the amount of \$329.40.

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: October 18, 2011.

Residential Tenancy Branch