

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

Both parties agreed that this tenancy began on April 1, 2009 on a fixed term tenancy ending on March 31, 2011 which was renewed on April 1, 2011 for a further fixed term of 1 year. At the end of the tenancy the monthly rent was \$4,090.00. A security deposit of \$2,000.00 was paid on April 1, 2009 as shown in the Landlord's submitted copy of the signed tenancy agreement. A condition inspection report for the move-in at the beginning of the tenancy and a condition inspection report for the move-out was completed at the end of tenancy on August 3, 2011.

The Tenant has confirmed receiving the Landlord's application and notice of hearing package which contained their evidence. The Landlord has confirmed receiving the two evidence packages submitted by the Tenant. The Tenant confirmed during the hearing that each of the Tenants responded individually to the application and filed duplicate evidence.

The Landlord claims that the Tenant has failed to pay \$2,000.00 from the last month of rent due in July of 2011. The Tenant confirms this stating that they had a verbal agreement with one of the property managers which would allow them to apply the \$2,000.00 security deposit to the last month's rent. The Landlord disputes this stating that any such agreement would have to be in writing as per the signed tenancy agreement and that the Landlord has investigated with the property manager mentioned

who stated to her that no such agreement exists. During the course of the hearing both parties agreed that the Tenant would surrender the \$2,000.00 security deposit to the Landlord for the undisputed claim of \$2,000.00 in unpaid rent. As such no further action for this portion of the claim is required. The Tenant is making a request for the return of accrued interest on the security deposit.

The Landlord is also seeking to claim \$133.28 for burnt out lightbulbs. The Landlord relies on the invoice submitted from Payneless Construction dated August 13, 2011 for the supply and installation of 10 new light bulbs. The Tenant disputes this claim stating that only two light bulbs were burnt out at the end of the tenancy and that there is no reference to 10 bulbs being burnt out in the condition inspection report. The Landlord states that "burnt lightbulb" is noted in the Tenant charges section of the report. The Tenant disputes the amount of lightbulbs stating that only two were burnt out.

The Landlord is seeking to claim \$99.68 for carpet cleaning. The Landlord relies on an invoice dated August 3, 2011 from Teddy and Romana Cleaning and Maintenance. The Landlord states that professional carpet cleaning was required under the terms of the signed tenancy agreement under clause #23, which states, "The tenant is responsible for periodic cleaning of carpets and window coverings provided by the landlord. While professional cleaning is recommended at all times, if the carpets and window coverings are new or professionally cleaned at the start of the tenancy, the tenant will pay for professional cleaning at the end of the tenancy." The Landlord is also seeking \$196.00 for the professional drapery cleaning done by Alvarado's Cleaning. The Landlord has submitted an invoice dated August 5, 2011 in support of this claim. Although the Landlord has not noted any cleaning requirements in the move-out portion of the condition inspection report dated August 3, 2011, she relies on clause #23 as a requirement that the Tenant professionally clean the carpets and the drapes. The Tenant disputes these charges stating that the areas might be "dusty", but that they would not require professional cleaning. The Tenant states that he offered to clean the drapes and the carpet in one of the two bedrooms, but that the Landlord was rushed and did not have time. The Landlord has confirmed in her direct testimony that this was offered and refused. The Tenant states that there are only two carpeted areas known as bedroom #1 and #2 and that they are of approximate equal size. The Landlord states that bedroom #2 had new carpet as noted on the condition inspection report during the move-in. The Tenant states that the disputed carpeted area was in bedroom #1 where it was older carpet when they moved in and was not new as noted for bedroom #2.

Analysis

As both parties have attended the hearing by conference call and have made detailed reference to the evidence submitted by the other party, I am satisfied that each has been properly served with the notice of hearing and evidence packages.

No action is required for the \$2,000.00 security deposit as both parties have agreed to apply the deposit to the undisputed unpaid July 2011 rent of \$2,000.00. The \$2,000.00 security deposit given to the Landlord in trust on April 1, 2009 calculated per the Residential Tenancy Branch's Deposit Interest Calculator, show that there is no interest accrued and as such none is to be returned.

Deposit Amount: \$2000.00

Start Date: 01 April 2009

End Date: 16 November 2011

Interest: \$0.00

Total: \$2000.00

Period	Annual Rate	Interest
2009 - 2011	0.00%	\$0.00

The Landlord's claim \$133.28 for lightbulbs has not been established. The Landlord's claim is disputed by the Tenant and in the absence of any supporting evidence is dismissed with the exception of the Tenant's direct and documented evidence. The Tenant has conceded two burnt out bulbs that were noted by them during the condition inspection report. The Landlord relies on this report, but it does not state any number of bulbs for this claim. As such, I find that the Landlord has established a claim for two bulbs for a total of \$26.64. Using the Landlord's invoice for \$133.28 for 10 bulbs plus 12% HST equals a cost of \$13.32 for each bulb.

The Landlord seeks their claim of \$99.68 for carpet cleaning and \$196.00 for blind cleaning. The Landlord states in their claim that professional cleaning is required relying on clause #23 of the tenancy agreement and the Landlord's cleaning requirements under the Landlord's vacating procedures. There is no note of dirty carpets on the condition inspection report. I find however in applying clause #23 that the carpets are required to be new or having been professionally cleaned at the beginning of the tenancy for this clause to be enforceable and the Tenant to be

responsible for paying for professional cleaning at the end of tenancy. The Landlord is unable to provide any evidence that the carpet in both bedrooms were new and the blinds were new or professionally cleaned at the start of the tenancy. With the exception of the notation for the #2 bedroom noted as new the Landlord has failed to establish a claim for the professional cleaning costs for the carpet and blinds. I find that Landlord is entitled to reimbursement of ½ of the professional carpet cleaning costs of \$99.68 totalling, \$49.84 (as there is only two carpeted bedrooms of equal size) for the new carpet in bedroom #2.

I find that the Landlord is entitled to a total monetary claim of \$26.64 for replacing two burnt out bulbs and \$49.84 for the cost of professional carpet cleaning for the #2 bedroom. The Landlord is entitled to recovery of the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for the balance due of \$126.48. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$126.48.

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: November 16, 2011.

Residential Tenancy Branch