

## **DECISION**

### **Dispute Codes:**

MND; MNDC, MNSD; FF

### **Introduction**

This is the Landlords' application for a Monetary Order for damages to the rental unit; for compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit towards partial satisfaction of their monetary claim; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenant was served with the Notice of Hearing documents and copies of the Landlords' documentary evidence on August 5, 2011, when she attended at the rental unit for the move-out inspection.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for the cost of shampooing the carpet at the end of the tenancy; and the costs the Landlord incurred for plumbing and electrical inspections and repairs?

### **Background and Evidence**

This tenancy began on June 1, 2009, and ended on July 31, 2011, as a result of an Order of Possession granted to the Landlords on July 22, 2011, at a Hearing of the Landlords' Application for Dispute Resolution. The Landlord was also awarded recovery of their \$50.00 filing fee and instructed to deduct it from the security deposit being held for the Tenant. The Landlord is still holding the balance of the security deposit in the amount of \$387.50.

### **The Landlords gave the following testimony:**

The Landlords testified that the Tenant had made unreasonable requests during the tenancy with respect to (what the Tenant deemed to be) required repairs to the fridge, stove and electrical outlets. The Landlords stated that they hired an electrician to investigate the Tenant's complaints and that they were determined to be unfounded. In addition, the Landlords submitted that the issues with respect to the fridge and the stove were known to the Tenant at the same time, but that she waited and made separate

complaints, which cost the Landlords extra money for the additional inspection. The Landlords seek to recover the cost of a bill for inspection of the fridge, in the amount of **\$99.12**. Copies of the invoices for the fridge and the stove were provided in evidence.

The Landlords testified that the Tenant waited until the Landlords were away on holidays and then called the BC Safety Authority requesting an inspection of the rental unit because of arcing and electrical concerns. The Landlords testified that the inspector found no cause for concern with respect to electrical safety, but did discover that some of the electrical work had not been done to code. The inspector, having discovered this, told the Landlords that he was duty bound to report it. The Landlords testified that they were unaware that the electrical work was not to code, because they had purchased the house with the suite. They stated that bringing the electrical work to code cost the Landlord **\$1,379.86**, which they seek to recover from the Tenant. A copy of the Safety Authority's report and the electrician's invoice was provided in evidence.

The Landlords testified that at the end of the tenancy they discovered a basin with water in it under the kitchen sink at the rental unit. They submitted that the Tenant did not tell them that the sink was leaking. The Landlords submitted that the Tenant was very hard on the faucet and that it was loose. The Landlords seek to recover the cost of a plumber's bill in the amount of **\$75.00** to repair the plumbing. The Landlords did not provide a copy of the plumber's receipt in evidence.

The Landlords submitted that the Tenant did not shampoo the carpets at the end of the tenancy and that there were grease stains on the carpet that did not come out. The Landlords seek a monetary award in the amount of **\$100.00** for shampooing the carpets at the end of the tenancy.

The Tenant and her witness gave the following testimony:

The Tenant testified that the fridge still had an odour after the repairman had inspected it and stated that she believes there may be a mechanical problem. She stated that she did not damage the faucet in the kitchen and that the basin under the sink contained water that she had used to clean the floors.

The Tenant's witness testified that she was present with the Tenant at the rental unit on August 5, 2011, for the condition inspection. The witness stated that the rental unit appeared clean and in good shape. The witness testified that the faucet appeared to be a normal working faucet with only minor play in the lever. The witness testified that there were no signs of any stains on the carpets.

The Tenant stated that she did not shampoo the carpet at the end of the tenancy. She testified that there was wall to wall carpeting in the kitchen and that there were four small stains on the carpet which were from cooking, and that she believed this was normal wear and tear.

The Tenant testified that there was no condition inspection done at the rental unit when the tenancy began. She stated that she did not agree that the Landlord could retain any of the security deposit, with the exception of the \$50.00 that was awarded in the previous decision.

### **Analysis**

I have considered all testimony and documentary evidence that met the requirements of the rules of procedure. However, I have referred only to the evidence that was relevant to the Landlords' application in this Decision.

Section 67 of the Act provides that if damage or loss results **from a party not complying with the Act, regulations or tenancy agreement**, the Director may determine the amount of, and order that party to pay, compensation to the other party.

With respect to the Landlords' application for recovery of the cost of the refrigerator inspector's bill and the cost of bringing the rental unit to code, there was insufficient evidence that these costs arose from the Tenant failing to comply with the Act, regulation or tenancy agreement, and therefore this portion of the Landlord's application is dismissed.

The Landlords did not provide a copy of an invoice for the plumber's bill in the amount of \$75.00. There was insufficient evidence that the Tenant had willfully damaged the faucet or the kitchen sink and therefore this portion of the Landlords' application is dismissed.

The Tenant testified that she did not shampoo the carpet at the end of the tenancy. This tenancy existed for more than two years. Residential Tenancy Policy Guideline #1 provides that, at the end of a tenancy, a tenant is responsible for steam cleaning or shampooing carpets after a tenancy of one year. The Landlords seek a monetary award in the amount of \$100.00 for the Tenant's failure to shampoo or steam clean the carpet at the end of the tenancy. The Landlords did not provide an invoice for the cost because they cleaned the carpet themselves. I find that the Landlords are entitled to compensation in the amount of **\$50.00** for this portion of their claim.

The Landlords' application had merit and I find that they are entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlords may apply \$100.00 from the security deposit in satisfaction of their monetary award. No interest has accrued on the security deposit.

The Landlords are hereby ordered to return the residue of the security deposit in the amount of **\$287.50** to the Tenant forthwith.

**Conclusion**

I hereby provide the Tenant a Monetary Order in the amount of **\$287.50**, representing return of the residue of the security deposit, for service upon the Landlords. This Order 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: November 14, 2011.

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Residential Tenancy Branch