



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This was the hearing of applications by the landlord and by the tenants. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing. The landlord applied for a monetary order in the amount of \$1,948.00. The tenants applied for the return of their security deposit, including double the amount of the deposit.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?
Are the tenants entitled to the return of their deposit including double the amount?

Background and Evidence

The rental unit is an apartment in Vancouver.

The tenants participated in a move out inspection of the rental unit on February 13, 2012 and provided their forwarding address to the landlord. The landlord filed its application for a monetary order on February 23, 2012.

The landlord claimed payment of the sum of \$1,948.00. According to the landlord's application it claimed the following:

- Carpet needs to be cleaned or replaced \$150.00 or replacement cost \$1350.00
- Balcony window frame cleaning in/out 2 ½ hrs. \$50.00
- Clean dirty light fixtures 2 hrs \$40.00
- Wash hang drapes 2 ½ hrs \$50.00
- Install tracks for drapes 1 ½ hrs \$30.00
- Clean kitchen appliances 5 hrs \$100.00
- Kitchen cleaning 4 ½ hrs \$90.00
- Bathtub dent repair 1 hr 20.00
- Bathroom cleaning 2 ½ hrs \$50.00

• Baseboard repairs	2 hrs	\$40.00
• Prepare wall ceiling for painting	3 ½ hrs	\$70.00
• Re-cut missing key		\$5.00
• Replace two receptacle covers		\$8.00
• Cleaning supplies		\$45.00
Total		\$1,948.00

The landlord submitted voluminous photographs of the rental unit, but did not supply any invoices for cleaning, repairs, or supplies. The landlord did not submit a copy of a condition inspection report with respect to move-in or move-out.

The landlord complained particularly that the carpet was dirty, the stove and fridge were not properly cleaned; the range hood was very greasy and it was replaced, the drapes were left in a pile on the floor and had to be cleaned and re-hung and the baseboards were badly damaged.

The tenants submitted photos taken of the rental unit after they had finished cleaning. The tenants submitted that the unit was left in good order and most of the landlord's complaints related to normal wear and tear or the age of the apartment and its appliances. The tenant said the drapes were clean; they took them down and did not use them during the tenancy.

In her application filed on March 5, 2012, the tenant claimed payment of \$995.00, being double the amount of the security deposit paid at the commencement of the tenancy on the basis that the landlord did not return the deposit within 15 days of the date the tenants supplied their forwarding address to the landlord, which was on February 13, 2012. The landlord filed its application on February 23, 2012, which was within the 15 day period. In the application the landlord claimed for a monetary order but did not apply to retain the security deposit.

Analysis and conclusion

Dealing first with the landlord's application for a monetary order, the landlord failed to provide copies of a move-in condition inspection report or a move-out report. The tenants disputed the landlord's claims; they said that the unit was properly cleaned and to the extent that there is damage it was pre-existing or amounts to normal wear and tear.

With two exceptions, I agree with the tenants' position and I find that the landlord has not provided sufficient evidence to prove on a balance of probabilities, that the tenants failed to leave the rental unit in acceptable condition or that the amounts claimed for cleaning were actually incurred. The exceptions are with respect to carpet cleaning and drapes. Tenants are expected at the end of a tenancy to have the carpets cleaned. The tenants did not submit evidence that the carpets were cleaned and in the tenants' own pictures the carpet appears to be soiled. I allow the landlord's claim for carpet cleaning in the amount of \$150.00. With respect to the drapes, they were taken down and stored, then left on the floor of the rental unit. I accept that they needed to be cleaned before they were re-hung. The landlord claimed \$50.00 to clean and re-hang the drapes and \$30.00 to install the tracks for the drapes. The landlord claimed that four hours total was required for this work. I find that four hours is an excessive amount of time for this work. I award the landlord the sum of \$50.00 for cleaning and installing the drapes and tracks. The remainder of the landlord's claims are dismissed without leave to reapply. The total award to the landlord is the sum of \$200.00.

The landlord filed its application within 15 days of receiving the tenants' forwarding address. Although the landlord did not request an order to retain the security deposit in its application, I consider that this technical oversight should not entitle the tenants to payment of double the amount of their deposit because the landlord advanced a monetary claim within the allowed time that could be set off against the deposit pursuant to section 72 (2) (b) of the *Residential Tenancy Act* without the inclusion in the application of a specific request to retain the deposit. Because neither party was entirely successful on these applications, I decline to award payment of a filing fee to either party. I set off the \$200.00 award to the landlord against the amount of the tenants' security deposit, which I understand to be the sum of \$497.50 and I grant the tenants a monetary order for the balance of the deposit in the amount of \$297.50. This order may be registered in the Small claims Court 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: May 30, 2012.

Residential Tenancy Branch