

## **DECISION**

**Dispute Codes**      MND, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order pursuant to Section 67;
2. An Order allowing the landlord to retain the security deposit; and
3. An Order to recover the filing fee pursuant to Section 72.

I accept that the tenants were properly served with the Application for Dispute Resolution hearing package by way of registered mail.

Both parties appeared. On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

### **Background and Findings**

The landlord gave evidence that this tenancy began on September 1, 2011 and ended April 30, 2012. Rent was fixed at \$1,450.00 per month and the tenants paid a security deposit of \$730.00. Condition inspection reports were not presented in evidence.

The landlord testified that the tenants damaged the combined fridge and freezer doors. The landlord obtained an estimated from Sears of \$328.99 for a new freezer door and \$280.99 for a new fridge door. Installation and delivery charges were another \$300.00. The landlord supplied a written estimate for these items. In addition, the landlord claims the cost of cleaning the rental unit and having the carpets shampooed. The landlord supplied a receipt from a cleaning service for 5 hours of cleaning at a cost of \$125.00 plus one extra hour for "...the oven, cook top and toilets" at \$25.00 and carpet cleaning charges of \$75.00 plus an additional \$5.00 for a stain treatment for a stain in the master bedroom carpet.

The tenant stated that he is responsible for the dents in the fridge door but states that there were no dents in the freezer door. Further, the tenant states that he researched replacement prices with the fridge maker, Whirlpool, and learned that the fridge door was \$325.66 plus a \$9.99 delivery and installation charge. The tenant did not supply a copy of these estimates. The tenant objects to the \$300.00 "delivery and installation"

estimate because he says this is handwritten on the estimate and could have been written by anyone.

With respect to cleaning the tenants admit they did not shampoo the carpet however they object to charges for extra cleaning. The tenant says his parents helped him clean and they spent an entire day cleaning the rental unit. The tenant says the landlords did not attend the rental unit after move-out and cleaning and the tenant says he cannot be held responsible for anything that might have happened afterwards.

The landlord admits that he asked about delivery and installation and he wrote the \$300.00 onto the receipt. The landlord is adamant that the rental unit was not cleaned.

### **Findings**

The tenant agrees that he is responsible for the damage to the fridge portion of the fridge/freezer door but he states that there was no damage to the freezer door. The tenant also objects to the charges for installation and delivery. The landlords bear the burden of proving their claims. When one party provides testimony of the events in one way and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails. In this case because the tenant has admitted to damaging the fridge portion of the fridge/freezer and I will allow the landlord's claim in that regard. I will use the landlord's written estimate and award the landlords \$280.99 in this regard. I dismiss their claim for delivery and installation costs as I am not satisfied with the handwritten note on the invoice that delivery and installation costs are \$300.00 as claimed.

The tenants agree they did not shampoo the carpets so I will allow the costs of carpet shampooing in the sum of \$80.00. Again, with respect to cleaning, the landlords bear the burden of proving this claim and, as set out above, the tenants have provided an equally probable but different version of events, I therefore find that the landlords have failed in the burden in this regard.

The landlords hold a security deposit and I will allow them to keep a portion of that deposit as set out below.

As the landlords have had some success in their claim I will allow them to recover \$25.00 of the filing fee paid in this matter.

Calculation of Monetary Award:

Security deposit held by landlords (no interest accrued)	\$750.00
Less charges for carpet cleaning and extra chemical treatment	-80.00
Less cost of replacing fridge door	-280.99
Less partial recovery of filing fee	-50.00
Balance due to Tenants	\$339.01

The landlords must return the sum of \$339.01 to the tenants forthwith.

### **Conclusion**

The tenant is provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order enforceable as any Order of the Provincial Court of British Columbia.

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: July 04, 2012.

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Residential Tenancy Branch