



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND; MNSD; FF

Introduction

This is the Landlords' application for a Monetary Order for damages; to retain a portion of the security deposit in satisfaction of their monetary claim; and to recover the cost of the filing fee from the Tenants.

The Landlord testified that on July 11, 2012, she mailed the Notice of Hearing documents to each of the Tenants, by registered mail, to the forwarding address that they provided. She provided the tracking numbers for the registered documents. The Landlord stated that copies of the Landlords' documentary evidence were included in the registered mail packages. The Tenant acknowledged receipt of all of the documents.

The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues to be Decided

- Are the Landlords entitled to compensation for the cost of cleaning the rental unit and shampooing the carpets, and for the cost of replacing the microwave door at the rental unit?
- May the Landlords deduct their monetary award from the security deposit?

Background and Evidence

This tenancy began on October 27, 2009. Monthly rent was \$1,950.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$975.00 at the beginning of the tenancy.

The tenancy ended on June 30, 2012, but the Tenant stated that they moved out a few days early. The parties agreed that Condition Inspection Reports were completed at the beginning and the end of the tenancy, although no copies were provided in evidence.

The Landlord testified that the Tenants did not leave the rental unit reasonably clean at the end of the tenancy and that they did not shampoo the carpets. The Landlord stated that the Tenants had a cat and that there was hair in the carpet and the drapes. She testified that she hired a person to clean the rental unit and shampoo the carpets. The Landlords seek a monetary award in the amount of **\$330.00** for this cost.

The Tenant stated that they left the rental unit in a clean condition, but agreed that they did not shampoo the carpets. The Tenant testified that they used a high suction vacuum cleaner on the carpets and that they were not given the option to steam clean the carpets before the Condition Inspection took place. He stated that they were going to steam clean the carpets and had bought a steam cleaner to do the job, but the Landlord had already cleaned them by July 3, 2012.

The Landlord stated that the tenants broke the handle on the microwave door, and did not tell the Landlords. She stated that the appliance repair person told her that it was necessary to replace the whole door, as a new door handle could not be installed. The Landlord stated that the microwave was 4 or 5 years old.

The Landlords provided an invoice in the amount of **\$405.87** for the cost of replacing the microwave door.

The Tenant stated that the microwave door handle came off in 2011, but that the Tenants were still able to use the microwave, so they did not advise the Landlords. He submitted that a similar microwave was worth \$499.00 brand new. He also stated that he had priced the door handle at \$24.99 plus tax and agreed to replace the handle, but that he was not given an opportunity to do so.

Analysis

This is the Landlords' claim for damage and therefore the Landlords have the burden of proof to establish their claim on the civil standard, the balance of probabilities.

Residential Tenancy Police Guideline 1 provides that a tenant is required to shampoo or steam clean carpets at the end of a tenancy of more than one year, and in any event if the tenant had uncaged pets in the rental unit. Tenants are expected to clean the rental unit, remove all belongings and repair all damage caused by them, their guests, or pets before the move-out Condition Inspection takes place.

In this case, the Tenants did not shampoo the carpets at the end of the tenancy, and therefore I find that the Landlord is entitled to recover the cost of carpet cleaning. With the exception of the carpet shampooing, I find that the Landlords did not provide

sufficient evidence that the Tenants did not leave the rental unit in a reasonably clean condition. The Landlords did not provide a copy of the invoice in the amount of \$330.00 and therefore did not provide sufficient documentary evidence of the cost of shampooing the carpet. During the Hearing the Landlord gave affirmed testimony that this portion of the invoice was \$150.00. I find that amount to be reasonable and allow this portion of the Landlords' claim in the amount of **\$150.00**.

The Tenant agreed that he was responsible for the cost of replacing the microwave oven door, and stated that he had priced it out at \$24.99 plus tax, which I calculate to be \$1.56, for a total of \$26.55. The Landlords did not provide any documentary evidence that the whole of the door had to be replaced (for example, a statement of the repair person). Therefore, I allow this portion of the Landlords' claim in the amount of **\$26.55**.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlords may apply a portion of the security deposit in satisfaction of their monetary award. No interest has accrued on the security deposit. I order that the Landlord return the balance of the security deposit to the Tenants immediately.

The Landlords have been partially successful in their application and I find that they are entitled to recover half of the cost of the \$50.00 filing fee from the Tenants, in the amount of **\$25.00**.

I find that the Landlord has established a monetary award, calculated as follows:

Cost of shampooing/steam cleaning the carpets	\$150.00
Cost of replacing the microwave door handle	\$26.55
Recovery of half of the filing fee	<u>\$25.00</u>
TOTAL	\$201.55

I hereby provide the Tenants a Monetary Order in the amount of **\$773.45**, representing the balance of the security deposit after deduction of the Landlords' monetary award.

Conclusion

The Landlords have established a monetary award in the amount of **\$201.55**, which they may deduct from the security deposit.

I hereby provide the Tenants a Monetary Order in the amount of **\$773.45** for service upon the Landlords, representing the balance of the security deposit after deducting the Landlords' monetary award. 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: September 24, 2012.

Residential Tenancy Branch