



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the landlords for a monetary order and an order permitting them to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail to the forwarding address they provided to the landlord, the tenants did not participate in the conference call hearing.

The landlords had originally applied for a monetary order of \$1,165.75, but prior to the hearing amended that claim to \$959.16.

### Issue to be Decided

Are the landlords entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on February 1, 2011 and ended on May 31, 2013. At the outset of the tenancy, the tenants paid a \$647.50 security deposit. The parties conducted a condition inspection of the unit both at the beginning and end of the tenancy and produced a written report.

The landlord seeks to recover \$590.75 as the cost of replacing a glass-ceramic stovetop. The move-in condition inspection report does not record damage to the stovetop but the landlords testified that at the end of the tenancy, the approximately 4 year old stovetop had a number of abrasions which could not be removed or repaired. The landlords provided an invoice showing that they spent \$590.75 to replace the stovetop.

The landlords seek to recover \$81.90 as the cost of repairing a clogged sink at the end of the tenancy. The landlords provided a copy of an invoice showing that they paid a plumber \$81.90 to address the issue.

The landlords seek to recover \$112.50 as the cost of cleaning the deck, repairing a door and removing furniture from the rental unit. The landlords provided an invoice showing that they paid a handyman service this amount and testified that there was no furniture in the unit at the outset of the tenancy and that the move-in condition inspection report showed no damage to the door or an unclean deck, but there was damage and soiling at the end of the tenancy.

The landlords seek \$99.75 as the cost of cleaning the carpet in the basement. The tenancy agreement specifically states that the tenants are responsible to professionally clean the carpet at the end of the tenancy and the landlords testified that the tenants did not provide a receipt showing that the carpets had been professionally cleaned. The landlords provided an invoice showing that they paid \$99.75 for carpet cleaning.

The landlords seek to recover the \$50.00 filing fee paid to bring their claim as well as the \$24.26 in registered mail costs.

### Analysis

I accept the landlords' undisputed testimony and I find that the tenants damaged the stovetop during the tenancy. Residential Tenancy Policy Guideline #40 provides a depreciation table showing the life of building elements and reflects a useful life of 15 years for a stove. I find that the stove was 4 years old and had a useful life of 11 years remaining and therefore I find that the landlords are entitled to recover 11/15 or 73% of the cost of replacing the stovetop. I therefore award them \$431.25

I find that the tenants should also be responsible for the \$81.90 cost of unclogging the sink, the \$112.50 cost of the handyman bill and the \$99.75 cost of cleaning the carpet and I award the landlord those sums.

As the landlords have been substantially successful in their claim, I find that they are entitled to recover the cost of the filing fee and I award them \$50.00. I dismiss the claim for the cost of registered mail as the only litigation related expense I am empowered to award under the Act is the filing fee.

### Conclusion

The landlords have been successful as follows:

Stovetop	\$431.25
Sink repair	\$81.90
Deck cleaning, furniture removal, door repair	\$112.50
Carpet cleaning	\$99.75
Filing fee	\$50.00
<b>Total:</b>	<b>\$775.40</b>

I order the landlords to retain the \$647.50 security deposit in partial satisfaction of the claim and I grant them a monetary order under section 67 for the balance of \$127.90. This order may be filed in the Small Claims Division of the Provincial 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: September 30, 2013

---

Residential Tenancy Branch