



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlords for a monetary order and an order to retain the security and pet deposits in partial satisfaction of the claim.

Issues to be Decided

Are the landlords entitled to a monetary order as claimed?
Should the landlords be authorized to retain the security and pet deposits?

Background, Evidence and Analysis

The parties agreed that the tenancy began in or about May 20011 and ended on August 31, 2013. They further agreed that at the outset of the tenancy, the tenant paid a \$650.00 pet deposit and a \$650.00 security deposit and that on September 14, the landlord returned \$840.00 of the deposits, retaining \$460.00. The parties conducted a walk-through of the unit at the beginning and end of the tenancy, but did not create a condition inspection report.

I address the landlords' claims and my findings around each as follows:

Faucet repair: The landlords seek to recover \$586.95 as the cost of replacing the kitchen faucet and repairing the bathroom faucet at the end of the tenancy. The landlords testified that the faucet head and hose in the kitchen were leaking at the end of the tenancy and that the bathroom faucet had to be tightened and reset. The landlord also seeks to recover \$145.00 which is half of the labour involved. The tenant acknowledged that both repairs were required, but testified that the kitchen faucet leaked throughout the tenancy and he simply didn't pull the faucet head out with the hose because of the leak. The tenant testified that bathroom faucet was loosened through repeated use. In order to be successful in this claim, the landlord must prove that the damage to the 2 faucets was caused by the tenant's misuse or negligence

rather than through reasonable wear and tear. Although the tenant did not report to the landlord that the faucets were leaking and loose, this is not in and of itself determinative of misuse of the faucets and I find it entirely possible that the kitchen faucet leaked at the outset of the tenancy and that the bathroom faucet loosened through repeated and normal use. I am unable to find that the repairs were necessitated by the tenant's misuse or negligence and I therefore dismiss this part of the claim.

Dryer: The landlords seek to recover the cost of the repair or replacement of the dryer. The landlords testified that when new tenants moved into the rental unit, they complained that the dryer was noisy. The landlords investigated and discovered that a fan was vibrating. Within a short time, the dryer stopped working completely and had to be replaced. The tenant testified that the dryer functioned normally throughout his tenancy, although it was noisy. Again, in order to succeed in this claim, the landlords must prove that the damage to the dryer was caused through the tenant's actions or negligence and I find that the landlords have not met that burden. I find it entirely possible that the malfunction resulted from reasonable wear and tear and for that reason, I dismiss this part of the claim.

Freezer faceplate: The parties agreed that the landlords are entitled to recover \$16.80 as the cost of a broken faceplate for the freezer. I award the landlords \$16.80.

Cleaning: The parties agreed that the tenant did not clean the rental unit at the end of the tenancy. The parties provided copies of an email exchange in which the female landlord told the tenant that she was a professional cleaner, that her rate was \$20.00 per hour and that it took her 23 hours to clean the rental unit. In his reply, the tenant expressed surprise that 23 hours of cleaning were required, but agreed that the landlords could retain \$460.00. The landlords testified that upon reassessment, they believed they were entitled to considerably more than \$460.00 and that the male landlord also spent more than 10 hours cleaning. The landlords wish to charge a rate of \$40.00 for the male landlord's efforts, all of which were expended prior to the time the female landlord and the tenant discussed the \$460.00 cleaning costs. The landlords adamantly denied that they agreed to accept just \$460.00.

I find that the evidence before me overwhelmingly supports an agreement that \$460.00 would cover cleaning costs. The female landlord told the tenant the hours she had worked and her hourly rate, the tenant agreed to a payment representing the sum of the hours multiplied by the hourly rate and the landlords retained exactly that amount from the security deposit. I find that the parties agreed to settle the cleaning costs at \$460.00 and that they are now barred from claiming more upon a reassessment of their time and effort. I further find that the \$460.00 was inclusive of all cleaning costs, whether performed by the male or the female landlord as at the time the settlement was entered

into, the labour by both parties had been completed and should have been accounted for in that settlement. I award the landlords \$460.00 for cleaning as that is the amount they agreed to accept.

Filing fee and other costs: The landlords seek to recover the \$50.00 filing fee paid to bring their application as well as \$8.93 in registered mail costs. As the landlords have been substantially unsuccessful in their claim, I find that they should bear the cost of their filing fee and I dismiss that claim. I also dismiss the claim for registered mail costs as the only litigation related expense I am empowered to award under the Act is the cost of the filing fee.

Conclusion

The landlords have been awarded \$476.80 which represents \$460.00 for cleaning and \$16.80 for the freezer faceplate. I order the landlords to retain the \$460.00 security deposit they have in their hands and I grant them a monetary order under section 67 for the balance of \$16.80. 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: December 31, 2013

Residential Tenancy Branch

