



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD MNDC FF

### Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Both the landlord and the tenant participated in the teleconference hearing.

The hearing first convened on July 11, 2014. At that time the landlord sought to withdraw their application. The tenants opposed withdrawal of the landlord's application and I denied the landlord's request. I adjourned the landlord's application in order to provide the tenants an opportunity to file their own application, as well as provide time for the landlord to amend their application.

The hearing reconvened on September 23, 2014. On that date, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on January 1, 2013. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$450. The tenancy ended on March 14, 2014.

### *Landlord's Evidence*

The landlord has claimed monetary compensation of \$165.50. The landlord stated that at the end of the tenancy the tenants said that the carpets had not been done. The landlord had the carpets cleaned at a cost of \$84. The landlord stated that when the tenants were moving out they told the landlord that they would come back to dispose of some garbage. The landlord stated that the tenants did not return to remove the garbage, and the landlord received a call from the strata and was told that if the garbage was not immediately removed the owner would be fined. The landlord stated that the tenants called him and said that their father was on his way to pick up the garbage, but the person the landlord hired to remove the garbage was already doing the work.

The landlord stated that he was not clear on the tenants' reason for their application.

### *Tenants' Evidence*

The tenants stated that the landlord avoided the tenants and was very unprofessional. The tenants stated that there had been a lot of miscommunication because of staff changes in the landlord's company. The tenants stated that there was a lot of garbage everywhere, including a toilet that was in their front yard for six months, and it should not be their responsibility.

The tenants did not provide details of their claim in their application. In their evidence they claimed \$1037.36 for the following:

- \$900 for double recovery of their security deposit;
- \$67.65 for long distance charges;
- \$30 for reimbursement of one day of rent;
- \$29.71 for photo printing; and
- \$10 for registered mail.

The tenants stated that they rented a machine and cleaned the carpets the best they could. The tenants submitted that when the tenants called the landlord to tell him that their father was coming to remove the garbage, the landlord could have asked the person removing the garbage to put it back.

The tenants intended to call witnesses to confirm their evidence. I found it was not necessary for me to hear from witnesses who would only confirm the direct evidence of the tenants.

## Analysis

### *Landlord's application*

I find that the landlord has established their claim for \$165.50. Tenants are generally required to have carpets professionally cleaned at the end of the tenancy, and in this case the tenants did not do so. The tenants acknowledged that they did leave garbage behind that they intended to remove. The tenants were responsible for removing the garbage and they did not do so. It would not have been reasonable or cost-effective for the landlord to tell the person removing the garbage to return it for the tenants to pick up.

### *Tenants' Application*

I find that the tenants' application is without merit. The landlord made their application to keep the security deposit within the required time frame. The tenants chose to communicate with the landlord by calling long-distance, and they are not entitled to that portion of their claim. The tenants did not provide evidence that they are entitled to recovery of pro-rated rent of \$30 for vacating one day early. Aside from the filing fee, costs associated with the dispute resolution process are not normally recoverable. I find that the tenants are not entitled to recovery of the costs of photo development and mailing.

### *Filing Fees*

As the landlord's application was successful, they are entitled to recovery of the \$50 filing fee for the cost of their application.

As the tenant's application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

## Conclusion

The tenants' application is dismissed.

The landlord is entitled to \$215.50. I order the landlord to retain this amount from the security deposit and I grant the tenants an order under section 67 for the balance due of \$234.50. This order may be filed 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: October 20, 2014

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Residential Tenancy Branch

