



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Randall North Real Estate Services Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on September 19, 2014, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on May 1, 2013 at which time the tenant paid a \$800.00 security deposit. The fixed term lease expired on August 31, 2014 and the parties agreed that the tenant could remain in the unit for an additional week, vacating on September 8, 2014.

The landlord seeks to recover \$115.45 as the cost of cleaning the carpet at the end of the tenancy and \$998.60 as the estimated cost to replace the carpet. The landlord testified that the tenant did not clean the carpet, which had been installed in 2010, and that there were a number of stains thereon. The landlord arranged for carpet cleaning but the cleaning could not remove some of the stains. She testified that she intends to replace the carpet once she recovers the cost from the tenant. On the condition inspection report, the tenant agreed to \$100.00 for carpet cleaning costs.

The landlord seeks to recover \$330.75 as the cost of cleaning the rental unit during the tenancy and \$265.00 as the cost of cleaning the rental unit at the end of the tenancy. The landlord testified that because the rental unit was advertised for sale throughout the tenancy, the parties agreed that the tenant would keep the rental unit "reasonably clean" for the viewings. She testified that when viewings were arranged in May, the realtor

advised that the unit was “very dirty” and asked that it be cleaned. The landlord testified that the tenant agreed to pay for the cleaning at the end of the tenancy but did not follow through with that promise. The landlord further testified that at the end of the tenancy, the rental unit again required cleaning as noted on the condition inspection report. The tenant signed the report, agreeing for deductions for the cleaning during the tenancy and up to \$150.00 for cleaning at the end of the tenancy.

The landlord seeks to recover \$200.00 as the estimated cost of replacing the handle on the microwave door. The landlord testified that the microwave can still be used, but the handle is scratched, damaged and discoloured. The condition inspection report notes that the handle is discoloured.

The landlord seeks to recover \$85.00 as the estimated cost of replacing the remote control for the fireplace. She testified that the tenant took the remote control at the end of the tenancy and did not return it. She provided a copy of an internet advertisement showing the cost of a replacement.

The landlord seeks to recover \$20.00 as the cost of replacing light bulbs which were burned out at the end of the tenancy. The condition inspection report shows that the tenant agree to a deduction of \$20.00 for replacing light bulbs.

The landlord seeks to recover \$373.00 in occupational rent for the period from September 1-8. She testified that the tenant agreed to pay occupational rent but failed to follow through with his promise.

The landlord seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed testimony.

I find that on the condition inspection report, the tenant agreed to the \$330.75 cleaning charges, the \$20.00 charge for changing the light bulbs, \$150.00 for cleaning charges and \$100.00 for carpet cleaning. I find that the landlord incurred additional charges for cleaning and carpet cleaning and I find those charges to be reasonable. I award the landlord \$595.75 for cleaning, which includes the cleaning during and after the tenancy, \$20.00 as the cost of replacing light bulbs and \$115.45 for the cost of cleaning carpets.

The landlord provided a photograph of the carpet and it is clear that there are still stains remaining. However, the landlord has not yet replaced the carpet and the rental unit is currently occupied by other tenants. I find that because the carpet is still being used, the loss suffered by the landlord is merely cosmetic. I find that an award of \$50.00 will

adequately compensate the landlord for the diminution of value in the now 5 year old carpet and I award the landlord that sum.

The microwave is also capable of being used for its intended purpose and is now being used by the tenants in the rental unit. I find it appropriate to grant the landlord an award to reflect the diminution in value of the microwave and I award the landlord \$10.00.

I find that the landlord is left with no choice but to purchase a new remote control for the fireplace and I award the landlord \$85.00.

I find that the tenant requested to extend his tenancy by 8 days and agreed to pay occupational rent. I find that the landlord is entitled to that rent and I award her \$373.00.

As the landlord has been successful in this claim, I find she should recover the filing fee paid to bring her application and I award her \$50.00.

In summary, the landlord has been successful as follows:

Carpet cleaning	\$ 115.45
Diminished value of carpet	\$ 50.00
Cleaning during the tenancy	\$ 330.75
Cleaning after the tenancy	\$ 265.00
Microwave door	\$ 10.00
Remote control replacement	\$ 85.00
Bulb replacement	\$ 20.00
Occupational rent for September 1-8	\$ 373.00
Filing fee	\$ 50.00
Total:	\$1,299.20

I order the landlord to retain the \$800.00 security deposit in partial satisfaction of her claim and I grant her a monetary order under section 67 for the balance of \$499.20. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord will retain the security deposit and is granted a monetary order for \$499.20.

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: April 22, 2015

Residential Tenancy Branch

