



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Dispute Codes: MND, MNR, FF

Introduction

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; for a monetary order for loss of rent for July of 2008; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlords and the Tenants agree that they had a fixed term tenancy that ended on July 31, 2008. The parties also agree that they mutually agreed to end this tenancy on June 30, 2008, provided the rental unit was left in good condition.

The Landlords and the Tenants agree that a condition inspection report was not completed when the Tenants moved into the rental unit.

The Landlords are claiming compensation for rent from July of 2008, in the amount of \$840.00. The Landlords stated that a new tenant did move into the rental unit in July of 2008, and that they did not suffer a financial loss for that month.

The Landlords are claiming compensation, in the amount of \$323.00, for cleaning the carpet in the rental unit. The Landlords submitted a receipt from Clever Clean for \$323.00, on which the technician noted that there was an oil stain on the carpet near the fireplace, a coffee stain downstairs, and a cigarette burn in the bedroom. The female Landlord stated that the carpet company cleaned them a second time, partly because the technician who conducted the initial cleaning was inexperienced, and partly because

the carpets were very old. The female Landlord stated that the carpets were clean at the beginning of the tenancy and that they were extremely dirty at the end of the tenancy. The Landlords estimate that the carpets were 12-15 years old,

The male Tenant stated that his wife cleaned the carpets with a rented carpet cleaner at the end of the tenancy. He argued that the carpets appear dirty because of their age, which he estimates to be about 25 years old. He also argued that the carpet was stained prior to the beginning of the tenancy.

The Landlords did not submit any evidence to corroborate their claims that the carpets were clean at the beginning of the tenancy, or that they were dirty at the end of the tenancy.

The Landlords are claiming compensation, in the amount of \$150.00, for cleaning the rental unit. The female Landlord stated that three people spent three hours cleaning the rental unit, as it was not left in a condition that she considered to be clean.

The female Tenant stated that she personally cleaned the rental unit and that she left in a reasonably clean condition.

The Landlords did not submit any evidence to corroborate their claim that the rental unit required cleaning at the end of the tenancy.

Analysis

I find that the Landlords did not suffer any loss of rental income when the Tenants ended the fixed term tenancy early. The evidence shows that the Tenants vacated the rental unit at the end of June of 2008 and the Landlords found new tenants for July 01, 2008, therefore they did not lose rental income as a result of the fixed term tenancy ending. As the Landlords did not experience a loss of rental income, I am dismissing their application for compensation for loss of rent for July of 2008.

I find that the Landlords have submitted insufficient evidence to establish that the carpets in the rental unit were not properly cleaned at the end of the tenancy. In circumstances where one party contends that the carpets were properly cleaned and the other party contends that they were not, the onus is on the person claiming damages to prove that the carpets were not cleaned. Without evidence to corroborate the Landlords claim that the carpets were not properly cleaned, I can not conclude that the carpets required additional cleaning. As it has not been established that the carpets required additional cleaning, I can not find that the Landlords should be compensated for cleaning the carpet.

I find that the Landlords have submitted insufficient evidence to establish that the rental unit was not properly cleaned at the end of the tenancy. In circumstances where one

party contends that the rental unit was properly cleaned at the end of the tenancy and the other party contends that it was not, the onus is on the person claiming damages to prove that the rental unit was not properly cleaned. Without evidence to corroborate the Landlords claim that the rental unit was not cleaned properly, I can not conclude that the rental unit required additional cleaning. As it has not been established that the rental unit required additional cleaning, I can not find that the Landlords should be compensated for cleaning the rental unit.

Conclusion

I find that the Landlords have not established a monetary claim and I dismiss their application for a monetary Order. As the Landlords' application has been without merit, I dismiss their application to recover the filing fee paid by the Landlord for this Application for Dispute Resolution.

Date of Decision: September 22, 2008
