



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes:

MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's June 24, 2009 Application for Dispute Resolution, in which the landlord has made application for a monetary Order for loss or damage and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Both parties were present 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 affirmed oral evidence and to make submissions during the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$12,479.75 for damages and loss?

Is the landlord entitled to filing fee costs?

Background and Evidence

During the hearing the parties agreed to the following facts:

- The one year fixed-term tenancy began on August 1, 2006 and ended, as required by the tenancy agreement on July 31, 2007;
- The tenants vacated the rental unit on July 13, 2007;
- A move-in condition inspection was completed and on July 13, 2007 a move-out condition inspection was completed;
- That the move-out condition inspection did not identify any deficiencies in cleaning or damage caused by the tenants;
- That the tenants steam cleaned the carpets prior to moving out;
- That on July 18, 2007 the landlord and tenant spoke on the telephone in relation to the landlord's request that the carpets be professionally cleaned;
- That the tenants subsequently agreed to have professional carpet cleaning costs deducted from their deposit paid;
- That on July 27, 2007 the carpets were professionally cleaned and the cost was deducted from the deposit owed to the tenants;

- That on July 27, 2007 the landlord wrote a letter to the tenants requesting permission to deduct a further \$24.00 from the deposit and wishing the tenants the best of luck in the future.

The parties also agreed that on August 18, 2009 the landlord called the tenants and informed them that the carpets required replacement and that the costs were the responsibility of the tenants.

The landlord provided a carpet cleaning receipt issued July 27, 2009 as evidence. This receipt indicates that urine treatment was completed throughout the whole house, with a no odour guarantee. The landlord stated that the carpet cleaner stated he had not seen a worse case.

The landlord stated that the tenant's cats had urinated on the carpets and that the odour was not noticeable when the move-out condition inspection was completed as she could only smell the cleaning solution from the carpet cleaner. The landlord provided photographs taken in mid-August 2007 which show stains on the underlay of the carpets. The parties confirmed that the underlay was not examined when the move-in condition inspection was completed. The tenants testified that when they received the letter dated July 27, 2009 and return of the balance of their deposit, they understood the landlord was satisfied and that their responsibilities had concluded.

The landlord testified that the carpets were replaced in 2000.

The landlord has claimed compensation for carpets, professional and personal labour, travel costs and driving time, loss of two months rent, hydro costs and rental advertisements.

Analysis

Residential Tenancy Branch Regulation 21 determines that a completed condition inspection report is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary. The burden of proof falls to the landlord to demonstrate that the tenants are responsible for costs related to the replacement of the carpets.

I find that the landlord has no claim against the tenants. The main purpose of the condition inspection reports is to have a before and after occupancy comparison of the condition of the rental unit. The landlord performed the incoming and outgoing reports and noted no differences and has testified that at the end of the tenancy the rental unit was very clean. I find the tenants were entitled to rely on these reports and it is not open to the landlord to attempt to circumvent the reports and now claim damages which were not evident to either the landlord or the tenants at the time the move-out condition inspection was completed.

Further, the carpet cleaning receipt issued on July 27, 2007 provides no evidence of the claim that the carpets were so badly damaged that repeated cleaning would be required

or that the carpets were irreparably damaged. Also, the landlord's letter dated July 27, 2007 in which return of the deposit is confirmed makes no mention of any further concern or that the carpet cleaning had been unsuccessful.

Therefore, based on the foregoing and a balance of probabilities, I dismiss the Application for Dispute Resolution of the landlord without leave to reapply.

Dated August 20, 2009.

Dispute Resolution Officer