



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

A substantial amount of documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$751.84. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee paid for this application for dispute resolution

### Background and Evidence

The applicant testified that:

- Due to problems the respondent was having with another tenant the landlords offered to move her to a new suite and as part of that offer stated that they would either move her furniture for her or allow her to deduct one half months rent.
- They did move the tenants furniture however the tenant deducted one half months rent as well, which was not part of the agreement.

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- No new tenancy agreement was written for the new suite however the tenant was informed that her old agreement would just be transferred over.
- The landlord found out that the tenant was planning to move out when he got a reference request from a new landlord.
- The tenants never gave any written Notice to End Tenancy or forwarding address however he was aware they were planning to move, and after they vacated he was able to track down the new address through the person who had contacted him for a reference.
- Because the lease had been transferred over from the previous suite the tenant was breaching a fixed term tenancy agreement and as a result the landlord had advertising costs to re-rent the unit and mitigate any loss.
- The original tenancy agreement also had a clause in it that required that the tenants pay for professional carpet cleaning when they vacated.

The applicant is therefore requesting an order as follows:

Outstanding rent	\$475.00
Advertising costs	\$71.56
Further advertising costs	\$131.78
Filing fee	\$50.00
Total	\$801.84

The respondent/tenant testified that:

- The landlord asked her if she would move to a new rental unit and offered to allow her to deduct one half months rent and also offered to provide four hours of moving for her and therefore she deducted one half of months rent for the month of February 2009.
- March 2009 rent was paid in full.

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- The landlord failed to supply the four hours of moving, and only moved her large items. As a result she had to spend many days removing the remainder of her belongings to the new rental unit.
- No new tenancy agreement was signed for the new rental unit, and therefore there was no fixed term lease.
- A notice to end tenancy was slid under the landlords door on March 31, 2009 and a forwarding address was included on that notice.
- No move-in or move-out inspections were done.
- She was only in the rental unit for 2 1/2 months and kept the carpets in good condition.

The respondent is therefore asking for the landlord's full claim the dismissed.

## Analysis

### Unpaid rent:

The tenant claims that she was told she would get one half months off her rent **and** that the landlord would move her belongings if she agreed to move to a new rental unit however the landlord denies this claim, claiming that it was one **or** the other and not both.

Unfortunately nothing was put in writing as to what this agreement was and therefore it comes down to one person's word against that of the other.

The burden of proving a claim lies with the person making the claim and when it is just that person's word against that of the other that burden of proof is not met.

Therefore it is my decision that the tenant has not met the burden of proving that the landlord had agreed to allow her to deduct 1/2 month rent, as well as move her belongings.

I therefore allow the landlords claim for outstanding rent of \$475.00.

### Carpet cleaning:

Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required when it comes to the cleanliness of the carpets.

A section in a tenancy agreement that states that the tenant will have the carpets professionally cleaned at the end of the tenancy is not enforceable as it contradicts the requirements of the Residential Tenancy Act.

Therefore the claim for carpet cleaning is not allowed.

### Advertising costs:

The landlord claims that the fixed term tenancy was transferred from one unit to the other, however the tenant denies this claim and since, again, there is nothing in writing, the landlord has not met the burden of proving that there is a fixed term tenancy in place.

However it is also my decision that the tenant has not met the burden of proving that a Notice to End Tenancy or a forwarding address in writing was served on the landlord. The tenant claims to have slid the Notice to End Tenancy and forwarding address under the landlords door however the landlord denies ever finding such a notice, and since sliding a document under the door is not a method of service allowed under the Residential Tenancy Act it is my finding that the tenant has not proven that the landlord ever received the Notice to End Tenancy or forwarding address.

Therefore since the tenant moved without proper notice the tenant would have been liable for advertising costs, however the receipts provided by the landlord are not specific to rental unit 204 and therefore since I cannot determine the actual amount of advertising costs related to Suite 204 the claim for advertising is not allowed.

I will allow the landlords claim for the \$50.00 filing fee paid for this dispute resolution hearing because I've still allowed a substantial amount of the landlords claim.

## Conclusion

I've issued an order for the respondent to pay \$525.00 to the applicant.

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: September 04, 2009.

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Dispute Resolution Officer