

## Decision

### **Dispute Codes:**

MNDC, FF

### **Introduction**

This is the Landlord's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenants.

I reviewed the evidence provided prior to the Hearing. The parties gave affirmed testimony and this matter proceeded on its merits.

### **Preliminary Matters**

At the onset of the Hearing, the Tenants testified that they had not received copies of the Landlord's evidence, which included:

- A copy of the tenancy agreement;
- A copy of the Condition Inspection Report; and
- Copies of invoices for carpet and blind cleaning.

The Tenants were offered the option of adjourning the Hearing in order to be served with the documents, but chose to proceed with the Hearing.

### **Issue(s) to be Decided**

Is the Landlord entitled to a monetary order pursuant to the provisions of Section 67 of the Act, and if so, in what amount.

### **Background and Evidence**

The tenancy began on August 31, 2008 and ended on August 31, 2009. The Tenants paid a security deposit in the amount of \$1,750.00, which was applied towards unpaid rent at a previous Hearing in accordance with the provisions of Section 72(2)(b) of the Act.

The Landlord gave the following testimony

- The Landlord and the Tenants performed a Condition Inspection at the end of the tenancy. The Tenants agreed to pay for shampooing the carpets and cleaning the blinds. The Landlord provided a copy of the Condition Inspection Report in evidence.
- The Landlord mailed a copy of the Condition Inspection Report and receipts for the carpet and blind cleaning to the Tenants.
- The total cost of shampooing the carpets and cleaning the blinds was \$770.70. The Tenants hired the carpet cleaner and therefore, they were aware how much it would cost. The blind cleaner also advised the Tenants how much it would cost to clean the blinds.

The Tenants gave the following testimony

- The Tenants did not receive a copy of the Condition Inspection Report, and therefore submit that the Landlord is not entitled to recover the cost of shampooing the carpets and cleaning the blinds because the Landlord did not comply with the Act.

**Analysis**

The Tenants rely on the provisions of Section 36(2)(c) of the Act, which states:

**Consequences for tenant and landlord if report requirements not met**

**36** (2) Unless the tenant has abandoned the rental unit, the right of the landlord to claim **against a security deposit or a pet damage deposit**, or both, for damage to residential property is extinguished if the landlord

(c) having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

(my emphasis)

There was conflicting verbal evidence with respect to whether or not the Landlord provided the Tenants with a copy of the Condition Inspection Report. However, the security deposit was applied at a previous Hearing towards unpaid rent and is therefore no longer available to either party. The parties remain able to apply for compensation under Section 67 of the Act, which states:

**Director's orders: compensation for damage or loss**

**67** Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

The Tenants lived in the rental unit for a period of one year. Tenants are expected to shampoo carpets and clean window coverings at the end of tenancies that exist for a year or more. Furthermore, there is a clause in the tenancy agreement providing for carpet and drapery cleaning at the end of the tenancy.

I am satisfied that the Landlord has proven his claim for compensation for the cost of shampooing the carpets, in the amount of \$320.25, and cleaning the vertical blinds, in the amount of \$450.45, for a total of \$770.70.

The Landlord has been successful in his application and is entitled to recover the cost of the filing fee in the amount of \$50.00 from the Tenants.

The Tenants testified that they did not receive a copy of the Condition Inspection report and receipts, and I order that the Landlord provide the Tenants with another copy of these documents.

### **Conclusion**

I grant the Landlord a Monetary Order in the amount of \$820.70 against the Tenants. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

I order the Landlord to serve the Tenants with another copy of the Condition Inspection Report and invoices for the carpet and blind cleaning, such service to be in accordance with the service provisions under Section 88 of the Residential Tenancy Act.

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.

March 10, 2010

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Date of Decision