



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes**      MND, MNDC, FF

### **Introduction**

This hearing was convened by way of conference call on this date to deal with the landlord's application for a monetary order for damage to the unit, site or property and for money owed or compensation for loss or damage under the *Act*, regulation or tenancy agreement, and to recover the filing fee from the tenant for the cost of this application.

The parties each gave affirmed evidence and were given the opportunity to cross examine each other on their evidence.

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

Is the landlord entitled to a monetary order for damage to the unit, site or property?

Is the landlord entitled to a monetary order for money owed or compensation for loss or damage under the *Act*, regulation or tenancy agreement?

### **Background and Evidence**

This month-to-month tenancy began on November 1, 2008 and the tenant still resides in the rental unit. Rent in the amount of \$1,300.00 is payable in advance on the 1<sup>st</sup> day of each month in the subsidized amount of \$510.00, and there are no rental arrears. At the outset of the tenancy, the landlord collected a security deposit in the amount of \$350.00.

The landlord's agent testified that a move-in condition inspection report was completed prior to the tenant taking occupancy of the unit, a copy of which was provided in advance of the hearing. That report shows that the carpets were clean at the outset of the tenancy and undamaged with the exception of 2 cigarette burns in the living room.

On September 10, 2009 the resident manager inspected the unit and found the carpets very dirty. On September 29, 2009, the landlord's agent attended the unit with the resident manager and spoke with the tenant. The parties went over a series of issues, the most significant of which was the state of cleanliness of the carpets, which the landlord's agent testified was a hazard for bugs and other health issues. The tenant responded that she could not afford to have the carpets cleaned. The landlord's agent offered to have a professional carpet cleaning completed and that he would pay for it if she would agree in writing to reimburse the cost at a rate of \$20.00 per month. An agreement for that was prepared and both parties signed it prior to the carpet cleaning being completed. A copy of the agreement was provided in advance of the hearing, and it states that the first payment of \$20.00 would be payable on December 15, 2009, and the balance at the rate of \$20.00 per month on the 15<sup>th</sup> day of each month thereafter until paid in full. The landlord's agent also testified that a copy of the agreement and the invoice for the cleaning were provided to the tenant. No payment was ever received.

The tenant testified that the carpets need to be replaced, and that stains in the carpets re-surface, although the tenant agrees that she signed the agreement and is responsible for payment of the invoice.

### **Analysis**

There is no dispute by the tenant that the tenant is responsible for payment of the invoice for the carpet cleaning. Further, there is no dispute by the tenant that she agreed in writing to reimburse the landlord at the rate of \$20.00 per month and that no payments have been made to date.

I find that the agreement is signed by the parties, and is a legal and binding document. Therefore, I must award to the landlord a monetary order for recovery of the invoice paid by the landlord. The landlord is also entitled to recovery of the \$50.00 filing fee from the tenant for the cost of this application.

**Conclusion**

I grant the landlord an order under section 67 for the balance due of \$153.95 from the tenant. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 07, 2010.

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Dispute Resolution Officer