



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

Decision

Dispute Codes: MNSD, FF

Introduction

This Dispute Resolution hearing was set to deal with an Application by the landlord for a monetary order for cleaning of the carpet in the amount of \$200.00 and to retain a portion of the security deposit in satisfaction of the claim.

Both parties appeared and gave testimony during the conference call.

Issue(s) to be Decided

The landlord was seeking to retain the deposit for cost of carpet cleaning and the issues to be determined based on the testimony and the evidence is whether the landlord is entitled to monetary compensation under section 67 of the *Act* for damages or loss.

Background and Evidence

The landlord testified that the tenancy began in August 1, 2010 and ended on November 30, 2010 with rent of \$1,200.00 per month and a security deposit of \$600.00. The landlord submitted into evidence an invoice for carpet cleaning, the tenancy agreement, move-in and move-out condition inspection reports and photos.

The landlord testified that, when the tenants left, the carpet was soiled and required cleaning. The landlord acknowledged that a portion of the cleaning invoice related to certain areas for which the tenant would not be liable.

The tenants testified that they disagree with the part of the claim that related to cleaning of the stairs and one other room and felt that the costs for these areas should be deducted from the carpet-cleaning fee. The tenant submitted copies of communications between the parties, tenancy agreement and the condition inspection reports.

Analysis

It is important to note that in a claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the tenant of the Act or agreement
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof the claimant took steps pursuant to section 7(2) of the Act minimize the loss.

In this instance, the burden of proof is on the claimant, that being the landlord, to prove the existence of the damage/loss and that it stemmed directly from a violation of the agreement or a contravention of the Act on the part of the respondent.

In regard to the claim for the carpet cleaning costs in the amount of \$200.00, I find that this claim must be reduced as a portion of it does not sufficiently meet element 2 of the test for damages. While there is proof that the landlord did incur the expenditures as stated, I find that the tenant was not solely liable for all of the damages and cost.

Accordingly, I find the landlord is entitled to \$110.00 for the carpet cleaning charges.

Conclusion

Based on the testimony and evidence I find that the landlord is entitled to retain \$135.00 comprised of \$110.00 for the carpet-cleaning and half of the cost of the application in the amount of \$25.00, leaving a balance of \$465.00 as a credit to the tenant. I hereby grant a monetary order in the amount of \$465.00 to the tenant. This order must be served on the landlord and may be enforced in small claims court if necessary.

The remainder of the landlord's application is dismissed without leave.

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: April 2011.

Residential Tenancy Branch