



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord claims for loss suffered as a result of the tenant's failure to adequately clean the rental unit at the end of the tenancy.

The landlord testified that at the start of the tenancy, the rental unit had new carpet as noted on the tenancy agreement and that the tenant had animals which urinated and defecated on the carpet. The landlord stated that she replaced one part of the carpet and cleaned the rest and claims the diminished value of the carpet, which she claimed was \$500.00.

The tenant acknowledged that her cat had sprayed the carpet a bit, but disputed that the carpet was new and claimed that she was unable to adequately clean the carpet at the end of the tenancy because she had no electricity.

The landlord seeks to recover \$200.00 as the cost of replacing a window which she claimed was damaged by the tenant. The landlord stated that the window opened by separating in the centre and the parts were designed to meet again upon closing. She stated that at the end of the tenancy, there was a gap between the parts of the window and stated that she had to purchase a second hand window for \$100.00 and pay \$100.00 to have it installed.

The tenant testified that she didn't know whether the window worked properly when the tenancy began in June 2010, but that at the end of September when she attempted to open the window, it malfunctioned and the parts fell out of place. The tenant stated that the wooden window sill holding the window frame was rotten and that it could not hold the window properly as a result. The landlord testified that the sill was not rotten, but water damaged from the gap having been left in the window.

The landlord seeks compensation in the amount of \$250.00 for the time and labour spent cleaning the rental unit and removing garbage and abandoned items from inside and outside the unit. The landlord stated that she did not keep track of her time but stated that it took her hours of work to restore the unit to a reasonable condition.

The tenant stated that she cleaned the unit at the end of the tenancy and stated that while she did leave behind garbage, there were several sheds on the property in which had been left garbage from previous occupants. The tenant explained that there was no garbage pickup at the property and that she had stored her garbage in a shed with the intention of removing it at the end of the tenancy, but she was not able to borrow a truck.

The landlord seeks \$850.00 in lost income for the month of November and claimed that she was unable to re-rent the unit because there was such extensive cleaning to be done.

Analysis

As the tenant acknowledged that her cat sprayed the carpet on occasion, I find it more likely than not that the value of the carpet was significantly diminished. Although the tenant claimed that the carpet was not new at the outset of the tenancy, she signed a condition inspection report in which it was noted that the carpet was new. I find it more likely than not that the carpet was new at the beginning of the tenancy. The landlord gave no evidence showing the value of the carpet and I note that most of the carpet is still being used. I find that the landlord is entitled to an award to reflect the diminished value of the carpet and as no evidence as to the original cost of the carpet was before me, such an award must necessarily be arbitrary. As the carpet did not need to be completely replaced, I find that \$250.00 will adequately compensate the landlord and I award her that sum.

I do not accept the tenant's assertion that the window was damaged as a result of a rotting sill. I find it more likely that the soiling shown in the tenant's photographs occurred as a result of the gap in the window. I note that the tenant did not report the malfunctioning window to the landlord and I find on the balance of probabilities that the

tenant likely caused the damage in question. I find the landlord's claim to be reasonable and I award her \$200.00.

It is clear that a significant amount of garbage and abandoned items had to be removed by the landlord. There is no indication on the condition inspection report that there were items in the sheds at the beginning of the tenancy and I find that the tenant has not proven that some of the items which were removed by the landlord belonged to previous occupants. While there may have been some additional cleaning which had to be done, I find that it was not significant. I find that \$150.00 will adequately compensate the landlord for the garbage removal and cleaning and I award her that sum.

I dismiss the landlord's claim for loss of income for November. The parties were engaged in a previous dispute resolution proceeding in which the tenant was awarded compensation because she was unable to occupy the unit from October 6 to the end of the tenancy on October 31. I find that the landlord had most of October in which to remove garbage and replace the carpet and window and as she had advance notice that the tenancy would be ending at the end of October, I find that she had ample time to re-rent the unit.

I find that the landlord is entitled to recover the \$50.00 filing fee paid to bring her application.

Conclusion

The landlord has been awarded \$900.00. I order the landlord to retain the \$425.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of \$475.00. This order may be filed in the Small Claims Division of the Provincial 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: June 03, 2011

Residential Tenancy Branch