



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage; and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were mailed to the Tenant on December 21, 2011. The Tenant stated that she has not yet received those documents however she stated she has been previously served with copies of those documents for a previous proceeding and she is prepared to consider those documents at this hearing.

The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for damage to the rental unit and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on December 01, 2007 and that it ended on October 31, 2009. The parties agree that the Landlord was ordered to return the security deposit paid for this tenancy at a previous dispute resolution proceeding.

The Landlord is seeking compensation, in the amount of \$99.75, for cleaning the carpet in the rental unit. The Agent for the Landlord stated that she did not personally view the

carpet in the rental unit at the end of this tenancy but that she has reviewed an incident report, dated October 31, 2009, in which another agent for the Landlord recorded that the carpet in the unit required steam cleaning.

The Tenant stated that she had steam cleaned the carpet a few days prior to the end of the tenancy and that it did not require further cleaning, with the exception of a quick vacuum. She stated that it was in approximately the same condition at the end of the tenancy than it was as the start of the tenancy.

The Landlord is seeking compensation, in the amount of \$240.00, for general cleaning in the rental unit. The Agent for the Landlord stated that she did not personally view the rental unit at the end of this tenancy but she has been advised by another agent for the Landlord that the rental unit required cleaning.

The Tenant stated that rental unit was thoroughly cleaned prior to the end of the tenancy, although some vacuuming was still required.

The Landlord is seeking compensation, in the amount of \$90.70, for replacing three blinds and two plastic vent covers that were allegedly damaged during the tenancy. The Agent for the Landlord stated that she did not personally view the damaged items and she is basing her testimony on information provided to her by another agent for the Landlord.

The Tenant stated that she did not damage the blinds and vent covers and that they were in the same condition at the end of the tenancy as they were at the start of the tenancy.

The Landlord did not submit a condition inspection report that establishes the condition of the rental unit that the start or the end of the tenancy. The Landlord did not submit photographs that corroborate the Landlord's claims. The Landlord did submit receipts that demonstrate that the aforementioned expenses were incurred.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

I find that the Landlord submitted insufficient evidence to show that the rental unit required significant cleaning at the end of the tenancy. In reaching this conclusion I was heavily influenced by the absence of any documentary evidence, such as photographs, that corroborates the incident report completed by an agent for the Landlord; by the absence of testimony from the agent for the Landlord who completed that report or who

viewed the rental unit at the end of the tenancy; and by the testimony of the Tenant who contends the rental unit was clean at the end of the tenancy, which the exception of the need to vacuum. I placed limited weight on the testimony of the Agent for the Landlord who attended the hearing, as she had no direct knowledge of the condition of the rental unit at the end of the tenancy. As the Landlord has failed to establish that the rental unit required cleaning, I dismiss the Landlord's claim for cleaning costs.

In determining this matter I do accept that the rental unit required a quick vacuum at the end of the tenancy. As the Tenant is only required to leave the rental unit in reasonably clean condition, pursuant to section 37(2) of the *Act*, I find that the need to vacuum does not warrant compensation.

I find that the Landlord submitted insufficient evidence to show that the blinds or vent covers in the rental unit were damaged during this tenancy. In reaching this conclusion I was heavily influenced by the absence of any documentary evidence, such as a condition inspection report, that establishes the condition of the blinds and the vent covers at the start of the tenancy, or that refutes the Tenant's testimony that the condition of the blinds and vent covers did not change during this tenancy. As the Landlord has failed to establish that the blinds were damaged during the tenancy, I dismiss the Landlord's claim for replacing the blinds and vent covers.

Conclusion

I find that the Landlord's application has been without merit and I dismiss the Landlord's claim to recover the fee for filing this Application for Dispute Resolution.

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: January 03, 2012.

Residential Tenancy Branch