



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This matter dealt with an application by the Landlord for compensation for cleaning expenses and to recover the filing fee for this proceeding.

The Landlord's agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") on November 22, 2012 via registered mail. According to the Canada Post online tracking system, the Tenant received this mail on November 30, 2011. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Is the Landlord entitled to be compensated for cleaning expenses?

Background and Evidence

This tenancy started on February 2, 2011 as a fixed term tenancy that expired on January 31, 2012 and continued on a month-to-month basis. Rent is \$850.00 per month payable in advance on the 1st day of each month.

The Landlord's agent said on October 18, 2011, the assistant manager found dark, oily footprints leading from the rear, west entrance up the back stairs and down the 2nd floor hallway to the Tenant's door. The Landlord's agent said it appeared that someone had then wiped their feet at the Tenant's door. The Landlord's agent said the assistant manager contacted the Tenant the same day to advise him about the footprints and also advised him that something would have to be done to clean the carpeted area. The Landlord's agent said the Tenant was further advised that whoever was responsible for making the footprints would be liable for the cost of cleaning them up.

The Landlord's agent said the carpets were cleaned on October 24, 2011 at a cost of \$421.40 and the Tenant was sent a letter on November 1, 2011 requesting him to reimburse the Landlord for that amount. The Landlord's agent said the Tenant has not responded to her request for payment.

Analysis

Section 32(3) and (4) of the Act say that a Tenant is responsible for damages to a rental unit or common property caused by his act or neglect (or the act or neglect of a person he permits on the rental property) but is not responsible for reasonable wear and tear.

Based on the photographic and witness evidence of the Landlord, I find on a balance of probability that the oily footsteps in the common areas of the rental property that led to the rental unit were caused by the Tenant or a guest of the Tenant's. I also find that this damage is the result of neglect rather than reasonable wear and tear. Consequently, I find that the Tenant must compensate the Landlord for its carpet cleaning expenses in the amount of \$421.40. As the Landlord has been successful in this matter, it is also entitled pursuant to s. 72(1) of the Act to recover the \$50.00 filing fee for this proceeding.

Conclusion

A Monetary Order in the amount of **\$471.40** has been issued to the Landlord and a copy of it must be served on the Tenant. If the Tenant does not pay the amount Ordered, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: February 15, 2012.

Residential Tenancy Branch