



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MND; MNDC, MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damages to the rental unit and compensation for damage or loss under the Residential Tenancy Act (the "Act"), regulation or tenancy agreement; to retain the security deposit in partial satisfaction of her monetary claim; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing. It was established that the Landlord served the Tenant with the Notice of Hearing documents and that the parties provided each other with copies of their documentary evidence in accordance with the service provisions in the Rules of Procedure.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order for the cost of cleaning the rental unit and shampooing the carpets at the end of the tenancy?

### **Background and Evidence**

This tenancy began in June of 2007. The Tenant paid a security deposit in the amount of \$425.00 on June 1, 2007.

The tenancy ended on November 1, 2011. The parties did a "walk through" of the rental unit at the end of the tenancy. No formal Condition Inspection Report that complies with the requirements of the Act and Regulation was completed.

The Landlord testified that the Tenant did not leave the rental unit reasonably clean at the end of the tenancy. She testified that she paid \$450.00 for a friend to come in and shampoo the carpets and clean the rental unit at the end of the tenancy. The Landlord stated that it took her friend 10 hours to finish the work and that she charged \$45.00 per hour. The Landlord did not provide a copy of a receipt for those services.

The Tenant acknowledged that she did not shampoo the carpets and stated that she expected the cost of cleaning the carpet to be deducted from her security deposit. The Tenant stated that she believed \$100 - \$150.00 would have been a reasonable deduction for the cost of shampooing the carpets. The Tenant provided copies of

advertisements for carpet shampoo services which indicate a cost of approximately \$30.00 per room. The Tenant stated that there were 4 rooms that required shampooing.

The Tenant stated that, with the exception of shampooing the carpets, she and her mother left the rental unit reasonably clean. The Tenant testified that she gave the Landlord her forwarding address when she handed in the keys at the end of the Tenancy.

The Landlord stated that she did not receive the Tenant's forwarding address until March 1, 2012.

The Landlord provided testimony to support a claim in the amount of \$450.00. The Landlord's Application for Dispute Resolution indicates that she is requesting the total sum of \$875.00. When I questioned her what the balance of \$425.00 was for, the Landlord testified that she added the amount of the security deposit to the cost of cleaning and carpet shampooing.

### **Analysis**

This is the Landlord's claim for damage or loss under the Act and therefore the Landlord has the burden of proof to establish her claim on the civil standard, the balance of probabilities.

To prove a loss and have the Tenant pay for the loss requires the Landlord to satisfy four different elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the Tenant in violation of the Act,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the Landlord followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Section 37 of the Act requires a tenant to leave a rental unit reasonably clean at the end of a tenancy. In the absence of a properly completed Condition Inspection Report, a receipt for cleaning, or other documentary evidence, I find that the Landlord has not provided sufficient evidence that the Tenant did not leave the rental unit reasonably clean at the end of the tenancy (with the exception of shampooing the carpets), or that the Landlord paid \$450.00 to have the carpets shampooed and the rental unit cleaned. The Tenant acknowledged that she did not shampoo the carpet and that she expected the Landlord to deduct that cost from her security deposit. Therefore, I find that the

Landlord is entitled to a monetary award in the amount of \$120.00 (4 rooms @ \$30.00 per room) for the cost of shampooing the carpets.

The Landlord's application was only partially successful and the portion that was successful was successful because the Tenant agreed to it. Therefore, I order that the Landlord bear the cost of filing her application.

The Landlord is holding a security deposit in the amount of \$425.00, which has accrued interest in the amount of \$10.17. Pursuant to the provisions of Section 72 of the Act, I allow the Landlord to retain her monetary award of \$120.00 from the security deposit. I order the Landlord to return the remainder of the deposit to the Tenant forthwith, calculated as follows:

Security deposit	\$425.00
Accrued interest	\$10.17
Subtotal	\$435.17
Less Landlord's monetary award	<u>-\$120.00</u>
<b>BALANCE DUE TO THE TENANT</b>	<b>\$315.17</b>

### **Conclusion**

I find that the Landlord has established a monetary award in the amount of \$120.00, which she may deduct from the security deposit.

I order the Landlord to return the balance of the security deposit, together with accrued interest, to the Tenant forthwith. I hereby provide the Tenant a Monetary Order in the amount of **\$315.17** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: May 17, 2012.

---

Residential Tenancy Branch