

DECISION

Dispute Codes MNR, MND,

Introduction

This is an application filed by the Landlord for a monetary order for unpaid rent and for damage to the unit.

Both parties attended the hearing by conference call and gave testimony. The Tenant has acknowledged receipt of the Landlord's evidence package. The Tenant has not submitted any documentary evidence. I find that both parties have been properly served with the notice of hearing and evidence packages as deemed under the Act.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background, Evidence and Analysis

This Tenancy began on May 15, 2010 on a month to month basis as shown by the submitted signed copy of the tenancy agreement. Both parties agreed that the Tenancy ended on April 28, 2012. The monthly rent was \$850.00 payable on the 15th of each month and a security deposit of \$425.00 was paid on May 15, 2010. A condition inspection report for the move-in was done on May 15, 2010.

The Landlord seeks a monetary order for \$6,304.80, consisting of unpaid rent arrears of \$4,950.00 and \$1,354.80 for compensation for the replacement of carpet. The Landlord states that the Tenant has failed to make complete rent payments dating back approximately 1 year as shown by the submitted Tenant Spreadsheet for rent. The Tenant disputes this stating that all of the rent payments were in cash and that the Landlord failed to provide any receipts. The Landlord has confirmed that no receipts were issued for cash rent payments. Both parties confirmed that no notices to end tenancy for unpaid rent were ever issued.

Although the Landlord has failed to comply with the Act by providing receipts for cash rent payments, I find that I prefer the evidence of the Landlord over that of the Tenant on a balance of probabilities. The Landlord has established a claim for unpaid rent of \$4,950.00.

The Landlord also seeks recovery of \$1,354.80 for carpet replacement. The Tenant disputes this claim stating that the Landlord was given permission to keep the \$425.00 security deposit to have the carpets professionally cleaned. The Landlord confirms this in his direct testimony. The Landlord has submitted a completed condition inspection report for the move-in and an incomplete condition inspection report for the move-out. The Landlord also relies on photographs of the two carpet areas and a receipt from end of the roll for the carpet for \$1,071.44 and a quote for labour for \$283.36. The Landlord states that he has a receipt for the labour, but did not submit it. The Tenant argues that since the Tenancy was for approximately 2 years that the Landlord did not have permission to replace the carpet as she feels it could have been professionally cleaned. The Landlord stated in his direct testimony that he had his real estate agent tell him that the carpet needed to be replaced.

I find based upon the Tenant's direct testimony and the Landlord's documentary evidence that damage did occur, however I find that the Landlord has failed to establish his claim for the replacement of the carpet. The Landlord has only submitted a copy of the carpet cost without the labour. Both parties have confirmed that the Tenant gave permission to keep the \$425.00 security deposit for carpet cleaning. The Tenant has asserted that the carpet could have been professionally cleaned. The Landlord has only provided direct testimony that his real estate agent told him that it was not cleanable. I find that the Landlord has not provided sufficient evidence to establish that the carpet had to be replaced as opposed to professionally cleaned. This portion of the Landlord's claim is dismissed.

The Landlord has established a monetary claim for \$4,950.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$4,950.00.

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: July 09, 2012.

Residential Tenancy Branch