



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order to retain the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amount claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on July 1, 2010 and ended on May 31, 2012. At the onset of the tenancy the Landlord collected \$425.00 for the security deposit. The Parties conducted both a move-in and move-out condition inspection. The Tenant did not agree with the condition inspection report at move-out.

The Landlord states that the Tenant failed to clean the carpets and that they were very dirty at move-out. The Landlord states that the carpet cleaning company had to clean the carpet twice due to the level of dirt. The Landlord claims \$168.00.

The Tenant states that following the end of the tenancy, the Landlord did renovations to the unit and that the carpets were cleaned by the Landlord after the renovations. The

Tenant states that the Landlord told her not to clean the carpets at move-out as the Landlord would have them cleaned professionally and then the charge would be deducted from the Tenant. The Tenant states that she disagreed with this but felt she had no option but to leave the carpets unclean.

The Landlord states that renovations were done in the unit the day after the Tenant moved out and that the carpets were cleaned on either June 3 or 4, 2012. The Landlord states that the walls of the unit were painted and work was done in the kitchen to replace a sink and faucet but that the carpet was covered during the renovations. The Landlord does not know the age of the carpets and states that the Tenant had two dogs in the unit and these dogs left lots of hair on the carpet. The Tenant states that the Landlord used her unit as a show suite for the sale of the building which shows that the carpets were not dirty. The Tenant states that she would have cleaned the carpets herself if she had not been told not to clean the carpets by the Landlord.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Given that the Landlord does not know the age of the carpets, acted to stop the Tenant from cleaning the carpets herself at move-out and considering the Landlord's evidence that renovations were completed in the unit prior to the carpet cleaning, I find that the Landlord has failed to establish that the Tenant caused damages to the carpet as claimed and that the Landlord failed to mitigate the damages claimed. I therefore dismiss the application of the Landlord and I order the Landlord to return the security deposit of \$425.00 plus zero interest to the Tenant forthwith.

Conclusion

The Landlord's application is dismissed.

I grant the Tenant an order under Section 67 of the Act for **\$425.00**. If necessary, this order may be filed in the Small Claims 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: August 13, 2012.

Residential Tenancy Branch