



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords to obtain a Monetary Order for damage to the unit, site or property, for unpaid utilities, to keep the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenants for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the Landlords and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Should the Landlords be issued a Monetary Order?

Background and Evidence

The Landlords submitted 40 pages of documents and 1 CD containing a video as evidence which included, among other things, copies of: the tenancy agreement; the move in and move out condition inspection report form; final notice of inspection; utility bills; notice of disbursements from a Notary; and a professional carpet cleaning receipt.

The parties entered into a fixed term tenancy agreement that began on February 1, 2006 and switched to a month to month tenancy after July 31, 2006. Rent was initially payable on the first of each month in the amount of \$1,275.00 and by 2012 the rent had increased to \$1,400.00. On January 28, 2006 the Tenants paid \$637.50 as the security deposit. The tenancy ended August 31, 2012. The parties signed the move in inspection report form on February 1, 2006 and the move out inspection report form on September 3, 2012.

The Landlords are seeking \$71.16 for outstanding sewer and water utilities, \$561.68 for professional carpet cleaning costs as required by the tenancy agreement and noted in term # 3 of the addendum, and \$642.41 for the cost to replace the lower bedroom carpet which had eleven burn marks.

The Tenants accepted responsibility for the \$71.16 utility costs and disputed the other two claims. The Tenants argued that they owned their own steam cleaner and that they had cleaned all the carpets prior to vacating the property. They confirmed that they were made aware of the terms of their tenancy which required professional carpet cleaning however they were of the opinion that their own cleaning would suffice. They acknowledged that they did not submit evidence to prove they had cleaned the carpets.

The Tenants argued that the Landlord knew about the burns in their daughter's bedroom carpet several years before the end of their tenancy and that nothing was ever said to them about the damaged carpet. They believe they should not have to pay for the carpet damage because the Landlords sold the house before they replaced the carpet.

The Landlords confirmed that the house has sold and that they did not have the carpet replaced. They stated their claim was based on a telephone quote and that they did not submit evidence to support the amount being claimed. The Landlords advised they were of the opinion that they received less for the price of the house as a result of the carpet damage and acknowledged that they did not have evidence to support this belief.

Analysis

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*.

The Tenants accepted the responsibility for the \$71.16 being claimed for water and sewer utilities. Accordingly, I award the Landlords **\$71.16**.

The evidence supports the parties entered into a written tenancy agreement which included the requirement for the Tenants to have the carpets cleaned at the end of the tenancy by professional carpet cleaners. The Tenants acknowledged that they breached this term of their tenancy and the evidence proves the Landlords suffered a loss of \$561.68 as a result of that breach. Accordingly, I award the Landlords professional carpet cleaning costs of **\$561.68**.

The Landlords have sought \$642.41 for costs to replace a carpet that had been damaged during the tenancy. The evidence supports that the Landlords sold the property prior to having the carpet replaced and argued that the burnt carpet decreased their sale price. Although the overall condition of the property would determine the value of a property at the time of selling, I find there to be insufficient evidence to prove the

amount the sale price had been reduced as a result of the burnt carpet. Accordingly, I dismiss the claim of \$642.41, without leave to reapply.

The Landlords have primarily been successful with their claim; therefore, I award recovery of the **\$50.00** filing fee.

Monetary Order – I find that the Landlords are entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenants' security deposit plus interest as follows:

Utilities	\$ 71.16
Carpet cleaning	561.68
Filing Fee	<u>50.00</u>
SUBTOTAL	\$ 688.84
LESS: Security Deposit \$637.50 + Interest 22.28	<u>-659.78</u>
Offset amount due to the Landlord	<u>\$ 29.06</u>

Conclusion

The Landlords have been awarded a Monetary Order in the amount of **\$29.06**. This Order is legally binding and must be served upon the Tenants.

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: December 05, 2012.

Residential Tenancy Branch