



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution a monetary order. The hearing was conducted via teleconference and was attended by the landlord and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for carpet cleaning and hardwood floor replacement; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 23, 24, 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted into evidence a copy of a tenancy agreement signed by the parties on October 28, 2012 for a 6 month and 8 day fixed term tenancy beginning on October 24, 2013 for a monthly rent of \$900.00 due on the 1st of each month with a security deposit of \$450.00 paid.

Both parties provided a copy of a Condition Inspection Report recording the condition of the rental unit at the start of the tenancy. The Report is signed only by the tenant. The landlord submits that it was the tenant who completed the Report and that he has not signed it. The Report indicates that there were only two small marks in the kitchen/living room/dining room at the start.

The tenant agrees that there were only two marks at the start of the tenancy. The tenant also acknowledged in her testimony that she had scratched the floor when she removed the carpet under her kitchen/dining table and when she moved a bookshelf. The tenant submits the scratches were not extensive and that the landlord has photographed them in such a manner as to exaggerate them.

The tenant submits that she purchased a repair kit and that while she did not try the kit she left it for the landlord to use. The landlord submitted a video of an inspection completed by a supplier who was providing him a quote to replace the floors. The person in the video indicated that the only thing to be done was to replace the flooring.

The landlord acknowledged that the previous owner of the property had installed the flooring and that there was a substantial supply left over. The landlord did not indicate why he could not use the leftover flooring to replace any of the damaged flooring. The landlord seeks compensation only for the cost of supplies and not for the installation of the flooring.

The landlord seeks compensation in an amount between \$1,537.20 and \$2,496.20 based on three quotes submitted into evidence.

The landlord submits the tenant failed to clean the carpets in the rental unit and because there were so many stains the landlord must clean the carpets. The tenant submits that the carpet was not in good shape and was stained at the start of the tenancy. The tenant acknowledges she has a small dog. The Condition Inspection Report from the start of the tenancy indicates the carpets are in fair condition and there is no recording of any stains.

The landlord seeks compensation in the amount of \$350.00 for carpet cleaning and has provided a quote for this amount.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Residential Tenancy Policy Guideline #1 states a tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of the tenancy if the tenant has pets. As per the tenant's testimony that she has a small dog, I find the tenant was required to steam clean or shampoo the carpet at the end of the tenancy. This requirement is not dependent upon the condition of the carpet at that time.

I accept the landlord has established the value of carpet cleaning to be \$350.00.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the

landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

As per the tenant's own testimony I accept that she caused scratching on the hard floors in the area of the kitchen and dining room. I find the landlord, as a result, has suffered a loss in the value of the rental unit. As the landlord has submitted three quotes as to the value of the cost to repair the flooring with no explanation as to which value he finds as reasonable I find the least expensive quote to be sufficient.

While I have determined the landlord has suffered a loss in the amount of \$1,537.20 I find the landlord did not attempt to repair the scratched areas with the repair kit that the tenant had purchased and he provided no explanation as to why he could not use the existing surplus flooring that he has from the original installation.

Section 7 of the *Act* requires that a party who makes a claim against the other party in a tenancy for that party's non-compliance with the *Act* must do whatever is reasonable to minimize the damage or loss. From the above, I find the landlord took absolutely no steps to try and minimize his losses and as such, I dismiss his claim for compensation for replacement flooring for the kitchen and dining room.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$400.00** comprised of \$350.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$450.00 in satisfaction of this claim. I grant a monetary order to the tenant in the amount of **\$50.00** for the return of the balance of the security deposit.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: July 31, 2013

