



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Advent Real Estate Services Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant for the full hearing. Approximately 20 minutes into the hearing the landlord joined the hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the rental unit; 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 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on July 14, 2010 for a 1 year fixed term tenancy beginning on August 1, 2010 that converted to a month to month tenancy on August 1, 2011 for a monthly rent of \$3,400.00 due on the 1st of each month with a security deposit of \$1,700.00 and a pet damage deposit of \$1,700.00 paid. The tenancy ended on April 30, 2013.

The landlord seeks compensation to repair damage to the rental unit and for cleaning the unit, as follows:

Description	Amount
Hardwood refinishing	\$2,852.85
Evaluation of recreation room carpet	\$157.50
Recreation Room carpet replacement	\$2,962.26
Carpet dye for 2 nd bedroom	\$210.00
Cleaning	\$170.63
Replacement light bulbs	\$75.00
Total	\$6,428.24

The landlord has submitted into evidence a copy of a Condition Inspection Report recording the condition of the rental unit at the start and the end of the tenancy. I note the Report is signed by the tenant disagreeing with the report's recording of the condition at the end of the tenancy.

I also note that the tenant signed the section of the Condition Inspection Report agreeing to allow the landlord to deduct amounts from the security deposit for damage and that she agrees to pay the landlord any amounts that exceed the deposit. The total amount noted on this section prior to deduction of the security deposit is note as plus or minus \$6,302.00. The tenant submits that she was unaware that she was signing this.

The landlord provided email correspondence with the tenant from throughout the tenancy where the tenant acknowledges that she will have to fix the hardwoods prior to the end of the tenancy, because of damage caused by her dog and children. However the tenant now submits that she should not be held responsible.

The landlord seeks also compensation for having to have a carpet in the 2nd bedroom stained instead of having it replaced due to stains and for determining the problem with and replacing the recreation carpeting.

The parties agree that in the area of the recreation room that the tenant had placed a rug over the existing carpet the carpet was stained at the end of the tenancy. The parties differ on their explanations as to how it occurred.

The landlord believes that the dyes from the tenant's rug leached into the carpeting. The landlord has provided a report indicating that the carpet was inspected and it was determined that there was no moisture in the foam pad, floor, wall edges or carpet backing and that there was no evidence of any historic water damage.

The tenant insists that the discolouration occurred as a result of mould in the basement. The tenant submits that they never used the area too much during the tenancy because they found it a damp and musty area. The tenant submits that she had been informed by her carpet cleaner that the basement area was filled with moist air and mould. The tenant submits that she had to throw out her rug because of the mould in it.

The landlord submits that she allowed the landlord additional time to complete some additional cleaning and to replace light bulbs after the initial inspection. She submits the tenant did not do any further cleaning or replace any light bulbs. From the Condition Inspection Report, the areas requiring cleaning included: window sills; fireplace; blinds; hood fan; bottom drawer of freezer; fridge door shelves; windows; mirror; nail polish in carpet in 2nd bedroom; toilet; drawers and countertops.

The landlord provided an email, dated May 2, 2013, from the tenant in which she states that she did go back to the rental unit on May 1, 2013 and "did all the lightbulbs, wiped

the bulbs in the bathrooms and cleaned out the door frames and window frames on all 3 upstairs bathrooms.”.

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.

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.

From the email correspondence, I find that the tenant acknowledged the damage being caused to the hardwood floors during the tenancy and in fact, promised to repair the damage prior to the end of the tenancy. I find the landlord has established the tenant failed to repair the hardwood flooring and that as result she suffered a loss of \$2,852.85.

As to the carpet area that required staining to repair, based on the landlord's photographic evidence, I accept that the area of damage was sufficiently insignificant that staining the carpet was a reasonable approach for the landlord to mitigate the loss resulting from the damage. I find the landlord has established a loss of \$210.00 for the costs to have this carpet stained.

As the landlord has provided a report from a carpet specialist who had thoroughly inspected the basement carpeting I accept that there was not a moisture problem in the recreation room. The tenant submits that it was a mould problem that caused the damage to the carpeting and that she has since had to throw out her rug because of the mould. However, the tenant has provided no evidence to confirm a mould problem.

From all of the photographic evidence I see no other evidence that might indicate moisture or mould problems in the recreation room. The only damage showing in any of the photographs is specifically in the location where the rug sat and the discolouration is in the form of the rug.

I find the landlord has established that there was not a mould or moisture problem in the basement and that if there were a mould or moisture problem the tenant had never identified it to the landlord during the tenancy despite her testimony that they seldom used the area because of the musty smells.

As such, and based on the balance of probabilities I find the damage caused to the carpet in the recreation room was caused by the placement of the tenant's rug on the carpet and the tenant is held responsible for its repair. I find the landlord has established the costs involved in this repair to be \$3,010.35, which includes the inspection.

As to cleaning and replacement light bulbs, I accept that the tenant may have returned to the rental unit to complete some cleaning but that she did not complete the cleaning identified in the Condition Inspection Report. I also find the tenant has provided no evidence that she had replaced any light bulbs. I find the landlord has established a loss for \$245.63 for cleaning and replacement light bulbs.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$6,528.24** comprised of \$6,428.24 for compensation as outlined above and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security and pet damage deposit held in the amount of \$3,400.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,128.24**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord 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: August 28, 2013

Residential Tenancy Branch