



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CMHA KOOTENAYS
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

MNSD, MND, FF

Introduction

This Dispute Resolution hearing was set to deal with an Application by the landlord for a monetary order for \$4,780.00 for cleaning and carpet replacement.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation under section 67 of the *Act* for damages or loss?

Background and Evidence

The landlord testified that the tenancy began in this unit on October 1, 2012 and ended on July 2, 2013 with rent of \$404.00 per month. The landlord submitted into evidence a copy of the move-in condition inspection report. Only the Move-in portion was signed by the tenant and the move-out condition inspection report done in the tenant's absence. The landlord also submitted copies of quotes, copies of communications and a copy of the tenancy agreement.

The landlord testified that the cleaning costs alone were \$630.00 and they were not claiming carpet cleaning costs as the carpeting had to be completely replaced due to stains and urine contamination at a cost of \$4,100.00.

The tenant did not dispute the allegation that cleaning of the suite was required. However, the tenant disagreed with the charges for carpeting and pointed out that the carpets were not new and had been used by other families prior to the tenancy, there were some carpet issues noted on the move-in condition inspection report and the person accompanying the landlord at the move-out condition inspection was married to the person who owns the maintenance company who did the assessment.

Analysis

A mediated discussion ensued and the parties agreed the claimed cleaning costs of \$630.00.

Based on the testimony and evidence and the consent of both parties, I find that the landlord is entitled to compensation of \$680.00, comprised of \$630.00 for cleaning and the \$50.00 cost of the application. I order that the landlord retain the tenant's \$300.00 security deposit in partial satisfaction of the claim and grant a monetary order in the amount of \$380.00 to the landlord for the remainder.

This order must be served on the tenant and may be enforced in small claims court if necessary.

Conclusion

The landlord is partially successful in the claim and is granted a monetary order reflecting the parties mediated agreement.

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: October 21, 2013

Residential Tenancy Branch

