



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

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

The hearing was conducted via teleconference and was attended by both landlords; both tenants; the tenants' agent; and two witnesses for the tenants.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for compensation for losses resulting from the tenancy; for carpet cleaning; for all or part of the security deposit and to recover the filing fee from the tenants 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 May 23, 2013 for a 2 month fixed term tenancy beginning on June 1, 2013 for a monthly rent of \$1,557.00 due on the 1st of each month with a security deposit of \$750.00 paid on May 31, 2012.

An addendum to the tenancy agreement stipulates that the tenants will have the rental unit carpets professionally cleaned at the end of the tenancy and provide the landlord with the receipt for the cleaning. The addendum also stipulates that the move in Condition Inspection Report completed on May 11, 2011 constitutes part of the tenancy agreement. The addendum outlines the tenants have access to parking for one vehicle.

The parties agree that the tenants actually began their tenancy on June 1, 2012 subject to a previous fixed term tenancy agreement signed by the parties on May 31, 2012 with the only substantive difference is the amount of rent. The parties also acknowledge that prior to this tenancy one of the tenants' parents resided in the rental unit under their own tenancy agreement with the landlord.

During the tenancy between the landlords and the tenant's parents one of the parents entered into a separate agreement with the strata to rent an additional parking stall for a second vehicle. The parent testified that she had paid the strata for one year's worth of parking and that they subsequently moved out and had no other dealings with the strata in regard to the parking.

The landlords submit that unbeknownst to them the strata had been charging the landlord a monthly fee of \$30.00 for the duration of the tenancy with the respondent tenants. The landlords also submit that when the respondent tenants took over the tenancy agreement the parents advised the landlord that they had informed the respondent tenants of all their obligations under the tenancy agreement.

The landlords seek compensation in the amount of \$780.00 for 26 months at \$30.00 per month for additional parking. The landlords acknowledge they were unaware of any additional parking arrangements with the strata until they queried the strata as to what the additional monthly charges had been.

The landlords also submit that the tenants failed to provide a receipt for professional carpet cleaning at the end of the tenancy and that they estimate the cost for this service to be \$350.00 but have provided not documented estimates. The landlords testified that despite having new tenants move in to the rental unit they have not had the carpets professionally cleaned themselves and do not intend to now.

The tenants submit that they used a professional carpet cleaning machined owned by one of their parents and should not be held responsible for the professional carpet cleaning. The tenants submit that they obtained estimates of from \$94.50 to \$130 for cleaning an 800 square foot area. The landlord submits the area of the rental unit is 1015 square feet.

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.

In relation to the landlords' claim for additional parking charges, I find that a fee for additional parking was not a part of the tenancy agreement made between the landlords and these tenants. I also find that the former tenant entered in a distinct parking agreement with the strata and not with the landlords. As such and in relation to the landlords' claim I find the matter is between the strata and the former tenant and does not involve the respondent tenants.

I find the fact that the tenants continued to use the parking during the tenancy has no impact on the above findings other than the obligation *may* have transferred from the former tenant to the respondent tenants in relation to any separate parking agreements the former tenant had with the strata. I find the fact that the strata charged the landlord for this parking usage is a matter between the strata and the landlords only.

Therefore, I find the landlord has failed to provide any evidence that this loss results from the tenants' obligations under the *Act*, regulation or tenancy agreement and I dismiss this portion of the landlords' Application.

As to the carpet cleaning I find the tenancy agreement obligated the tenants to have the carpets professionally cleaned and to provide the landlords with the receipts for the cleaning. I find that cleaning the carpets with a "professional" cleaning machine does not fulfill this obligation.

However, as the landlords have not had the carpets cleaned and do not intend to they have suffered no loss from the tenants' failure to comply with this obligation. Even if the landlords had suffered such a loss they have failed to provide any evidence to establish the value of that loss. For these reasons, I dismiss this portion of the landlords' Application.

As the landlords have been unsuccessful in their claim I also dismiss their claim to recover the filing fee for this Application.

Conclusion

Based on the above, I order the tenants are is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$750.00** comprised of the security deposit held.

This order must be served on the landlords. If the landlords fail to comply with this order the tenants 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: November 19, 2013

