



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit and an order to retain the security deposit in full satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in full satisfaction of the claim?

Background and Evidence

This tenancy began on April 1, 2010 and ended on March 31, 2013. The tenants paid a security deposit in the amount of \$450.00 at the beginning of the tenancy.

The parties agreed a move-in and move-out condition inspection report was completed. The move-out inspection was not filed in evidence.

The landlord claims as follows:

a.	Carpet Cleaning	\$	304.48
b.	Cleaning	\$	158.00
c.	Filing fee	\$	50.00
	Total claimed	\$	512.48

Carpet Cleaning

The landlord testified that the tenants did not steam clean the carpets at the end of the tenancy and the carpets were heavily soiled. The landlords stated she paid to have the carpets cleaned. The landlord seeks to recover the cost of cleaning the carpets in the amount of \$304.48. Filed in evidence is a receipt for carpet cleaning.

The tenants testified that they vacuumed the carpets and used a spot cleaner. The tenants stated they were unable to afford the cost of having the carpets steamed cleaned.

Cleaning

The landlord testified that the tenants did not clean the rental unit at the end of the tenancy. The landlord stated that it took her 12 hours to clean all the cupboards, the stove, the floors, the bathroom. The landlord seeks compensation at the rate of \$13.00 per hour. The landlord seeks to recover the cost of cleaning in the amount of \$158.00.

The tenants testified there was no reason that the landlord had to do extra cleaning. The tenants stated that they had cleaned the entire unit. The tenants stated the landlord only cleaned to bring the rental unit up to her standards.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Under section 37 of the Act, the tenants are required to return the rental unit to the landlord(s) reasonably clean and undamaged, except for reasonable wear and tear. Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

Carpet Cleaning

Under the Residential Policy Guideline 1, which clarifies the rights and responsibilities of the parties for the premises under the Act, the tenants are generally expected to steam clean or shampoo the carpets if vacating after a tenancy of one year.

In this case, the tenants had resided in the rental unit for approximately 3 years. The evidence of the tenants was that they did not have the carpets steam cleaned or shampooed at the end of the tenancy. The evidence of the landlord was the carpets were heavily soiled. As result, I find the tenant has breached section 37 of the Act, when they failed to steam clean or shampoo the carpets and this caused losses to the landlord. Therefore, I find the landlord is entitled to compensation for the cost of having the carpets cleaned in the amount of **\$304.48**.

Cleaning

The evidence of the landlord was that the tenants did not clean the rental unit at the end of the tenancy and that she spent 12 hours cleaning the rental unit. The evidence of the tenants was that they cleaned the entire rental unit and there was no reason for the landlord to do extra cleaning except to bring the unit to her standards.

In this case, the parties have provided a different version of the cleanliness of the rental unit. I find without further evidence, such as photographs of the rental unit that the landlord has failed to meet the burden of proof. As result, the landlord's claim for cleaning cost is dismissed.

I find that the landlord has established a total monetary claim of **\$354.48** comprised of the above described amount and the \$50.00 fee paid for this application.

I order the landlord to retain from the tenants' security deposit the amount of **\$354.48** in full satisfaction of the claim. I order the landlord to return to the tenants the balance of their security deposit in the amount of **\$95.52**.

The tenants are granted a monetary order for the balance due of **\$95.52**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court, should the landlord failed to comply with my order.

Conclusion

The landlord is granted a monetary award and may keep a portion of the security deposit in full satisfaction of the claim.

The tenants are granted a formal order for the balance due of the security deposit.

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 28, 2013

Residential Tenancy Branch

