



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kandola Ventures Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This Tenancy began on June 1, 2013 on a fixed term tenancy until November 30, 2013 as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,100.00 payable on the 31<sup>st</sup> day of each month and a security deposit of \$550.00 was paid. A condition inspection report for the move-in was completed on June 3, 2013. Both parties state that a condition inspection report for the move-out was completed, but neither party submitted a copy of such.

The Landlord seeks a total monetary claim of \$1,079.31. The Landlord states that the Tenant breached the fixed term tenancy by ending it prematurely and seeks a monetary claim of \$200.00 as per the addendum to the signed tenancy agreement. The Tenant admits ending the tenancy before the end of the fixed term and agrees to the \$200.00 claim by the Landlord. The Landlord also seeks \$200.00 for failing to comply with the

addendum condition of having a professional carpet cleaning company perform carpet cleaning and provide the Landlord with a copy of the receipt. The Tenant admits to signing the agreement, but performing the carpet cleaning herself. The Landlord states that the carpets required replacement because of urine odors and fleas seen and reported by new tenants. The Landlord states that the cost incurred to fix this problem are: \$552.27 for carpet/underlay, \$12.50 carpet seam tape, \$87.50 for installation labour by the Landlord and \$27.04 for a spray for the fleas, totalling, \$679.31. The Tenant disputes this stating that the carpets were not stained and has also indicated that the carpets were old and that the Landlord was to replace them during her tenancy, but did not. The Landlord states that she has a completed condition inspection report which shows the damage and the state of the rental at the end of the tenancy, but has not provided it. The Tenant also states that she has a completed condition inspection report which states that there were no issues with the condition of the rental at the end of the tenancy. The Landlord also states that she has photos depicting the damage, but has failed to provide any in support of the claim.

### Analysis

I accept the testimony of both parties and find that as the Tenant has admitted to the Landlord's first claim of \$200.00 for breaching the tenancy prematurely that a claim has been established.

I also find that the Landlord has established a claim for \$200.00 in professional carpet cleaning as the Tenant has admitted to entering into an agreement requiring that a professional carpet cleaning company be hired to perform the carpet cleaning and then provide a copy of the receipt to the Landlord as confirmation. The Tenant has admitted that this was not done and that the carpet was cleaned by herself.

As for the remaining portions of the Landlord's claims, I find that the Landlord has failed. The Landlord has provided partial records/receipts for the compensation sought, but has failed to provide any evidence that the carpet was stained or required replacement, as the Tenant has disputed this claim. Both parties claim that a completed condition inspection report was completed showing that their claim is correct and can refute the others, but neither party has submitted a copy of which. I find that the burden lies with the Landlord as it is their application and find that the Landlord has failed to provide sufficient evidence of damage. These portions of the Landlord's monetary claim are dismissed.

The Landlord has established a total monetary claim of \$400.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$450.00

from the \$550.00 security deposit as satisfaction in this claim and I grant the Tenant a monetary order for the return of the \$100.00 difference to the Tenant.

Conclusion

The Landlord may retain \$450.00 from the security deposit.  
The Tenant is granted a monetary order for \$100.00.

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: December 06, 2013

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Residential Tenancy Branch

