



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application for a Monetary Order for \$650.00 and recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent, and if so in what amount?

Background and Evidence

The applicant testified that:

- She is withdrawing the claim for the clay pot, and for four black potting stands, as they have all been returned.
- At the beginning of the tenancy there were two weed eaters at the property, and at the end of the tenancy one was missing and had to be replaced.
- The tenants cleaned the carpets with a rental carpet cleaner, and it did not do a sufficient job. When they entered the rental unit they found the carpets smelled of pets, and there was some pet hair on the carpets.
- There was a fountain in the property however the pump for the fountain broke, but when they took possession of the rental property from the tenants the pump was completely missing. They had a mechanic friend who was going to repair the broken pump for them. As a result they had to purchase a brand-new pump.

She is therefore requesting a Monetary Order as follows:

Replace weedeater	\$100.00
Carpet cleaning	\$100.00
Replace pump	\$300.00
Filing fee	\$50.00
Total	\$550.00

The respondent testified that:

- There were two weedeaters at the rental property at the beginning of the tenancy, however the landlords came and took one of the weedeater's.
- The weedeater was never returned, and therefore there was only one weedeater at the end of tenancy.
- The carpets were perfectly well cleaned at the end of the tenancy and needed no further cleaning. There was no odor, and the only pet hair would have been

under a bed that the landlords had at the rental property, that they could not move.

- They have provided a letter from the professional carpet cleaner that cleaned the carpets for the landlords and in that letter he states that the carpets were already clean and had no odor prior to him cleaning them for the landlord. He further states that he advised the landlord that the carpets did not need any further cleaning.
- The pump to the fountain broke, and they had a professional come and look at the pump and he advised them that it could not be repaired. The pump therefore was left in the garage for the landlord's.
- They have provided an e-mail from the pump repair person and in that e-mail he states that the pump was not repairable.

In response to the respondent's testimony the applicant testified that:

- They did not take one of the weedeater's from the rental property.
- The carpets did have a pet odor at the end of the tenancy and the professional cleaning got rid of that odor.
- They did not find the damaged pump anywhere in the garage, and they still believe their mechanic friend could have repaired it.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

In this case it's my finding that the applicant has not met the burden of proving any of the claims.

The applicant claims that the tenant took the weed eater from the rental property, however it is just her word against that of the tenants and as stated above that is insufficient to meet the burden of proving the claim.

As far as the carpets are concerned, it's my finding that the tenants left the carpets reasonably clean, as required by the Residential Tenancy Act, and if the landlord decided to do further cleaning the landlord must bear the cost of that extra thing.

With regards to the pump, the landlord has admitted that the pump was broken and, although the landlord claims they were very to have the pump repaired, she has provided no evidence to show that it was repairable. Further the tenants have provided evidence from a pump repair person stating that the pump was not repairable. I therefore also deny the claim for the cost of replacing the pump.

Conclusion

This application is dismissed in full without leave to reapply.

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: September 22, 2014

Residential Tenancy Branch

