



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on July 1, 2014 and ended on June 30, 2014. The tenants were obligated to pay \$1050.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$525.00 security deposit. Condition inspection reports were not conducted at move in or move out.

The landlord had first applied seeking \$6173.49 but then amended her claim to \$5000.00. The landlord submitted several different calculations for the original amount sought but advised at the hearing that these were the items and amounts she was pursuing today. I address the landlord's claims and my findings around each as follows.

**First Claim-** The landlord is seeking \$300.00 for removing old carpet, underlay and nail strips from the suite, \$3000.00 for vinyl plank flooring and \$460.00 for installing it. The landlord stated that due to the tenants' two dogs, the carpet in the suite was stained and ruined beyond cleaning. The landlord stated that the smell of dog urine was so strong that a professional cleaning company advised that cleaning would not remedy the situation. The landlord stated that the carpet was 10-12 years old. The landlord stated that the tenants should be held responsible for these charges

The tenants dispute the landlords claim. The tenant stated that the landlord has rented this unit for many years and that they received the unit with many stains on the carpet. The tenants stated that they had cleaned the carpet several times and that they returned it to the landlord in better condition that they had received it.

It was explained in great detail to the landlord the vital and useful nature of the inspection report. Without the condition inspection report or any other supporting documentation I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The landlord has not provided sufficient evidence to support this portion of his claim and I therefore dismiss this portion of their application.

**Second Claim** – The landlord is seeking \$500.00 for the cleaning of the unit. The landlord stated the unit was left dirty and that it required many hours of cleaning along with supplies to clean the unit. The landlord provided photos of the unit at move out along with receipts for miscellaneous cleaning products.

The tenants stated that they cleaned the unit. The tenants stated that they do acknowledge not cleaning the oven but the rest of the unit was in excellent condition at move out.

Based on the photos provided by the landlord, the requirements of the tenants to leave the unit in a clean manner at move out as per the Residential Tenancy Policy Guidelines, and after considering the testimony of both parties; I find on a balance of a probabilities that the landlord is entitled to \$500.00.

**Third Claim** – The landlord is seeking the replacement value of a bathtub. The landlord stated that the tub was installed in 2008 at a cost of \$588.00. The landlord stated that the tenants have caused deep scratches near the drain that cannot be repaired.

The tenants dispute this claim. The tenants stated that the scratches were that at move in and that their photos at move in depict this. I agree with the tenants that there is little difference in the condition of the tub at move in versus move out. In addition, as stated in claim #1; without a condition inspection report or other documentation to help depict the difference in condition I am not satisfied that the landlord has provided sufficient evidence to support this claim and I therefore dismiss this portion of her application.

**Fourth Claim** – The landlord is seeking \$1050.00 for the loss of revenue for the month of July 2014. The landlord stated that she had to keep the unit empty to install the new flooring which was a result of the tenants' actions.

The tenants dispute this claim. The tenants stated that the carpet was old and had outlived its usefulness and that the landlord would have to replace it but shouldn't take an entire month to do that.

As outlined in claim #1, the landlord did not provide sufficient evidence that the tenants were responsible for the flooring and has failed to show any attempts to mitigate their loss and what steps were taken to rent the unit as soon as possible. Based on the above I dismiss this portion of the landlords' application.

### Conclusion

The landlord has established a claim for \$500.00. The landlord is also entitled the recovery of the \$50.00 filing fee. I order that the landlord retain the deposit of \$550.00 in full satisfaction of the claim.

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: January 06, 2015

---

Residential Tenancy Branch

