



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACE PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenant's security and pet deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

The tenant and landlord's agent (the landlord) attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The tenant confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the landlord permitted to keep all or part of the security and pet deposit?

Background and Evidence

The parties agreed that this tenancy started on October 01, 2013 for a fixed term tenancy that was not due to end until December 30, 2014. Rent for this unit was \$1,100.00 per month and was due on the 1st of each month. The tenant paid a security deposit of \$550.00 on September 30, 2013 and a pet deposit of \$550.00 on November 30, 2013. The tenancy ended on August 31, 2014.

The landlord testified that the tenant failed to attend the move out condition inspection of the unit at the end of the tenancy and many attempts were made to contact the tenant to arrange a convenient date; however, the tenant failed to communicate with the landlord concerning the move out inspection. The move out inspection was conducted on August 31, 2014 in the tenant's absence.

The landlord testified that during the inspection it was found that the unit was left in a extremely dirty condition. Furthermore, the carpet in the basement was left badly stained with pet urine and other undetermined stains. The carpet was brand new at the start of the tenancy and at the end of the tenancy it was only a year old. The landlord engaged the services of a restoration company to clean the unit and carpets. It took 52 hours to clean the unit at \$35.00 per hour. The carpets were also cleaned but the pet urine odour and stains could not be removed. The landlord seeks to recover \$1,785.00 for cleaning the unit, \$102.00 for carpet cleaning and \$45.00 for cleaning supplies. The total bill including tax is \$2,028.60. A copy of the invoice for this work has been provided in evidence.

The landlord also referred to a letter sent to the tenant after an inspection was carried out in February, 2014. This letter also indicated that at that time the carpet was documented as having pet urine stains and other undetermined staining.

The landlord testified that the carpet and underlay had to be replaced. The landlord provided a quote from the carpet company in evidence. At the time of filing this application the carpet had not been replaced. Since that time this work has now been completed. The landlord seeks to recover the cost of the new carpet, underlay, removal of the old carpet and underlay and

installation of the new carpet and underlay. The landlord seeks to recover the amount of \$1,538.25 which also includes the tax.

The landlord testified that there is no further monetary claim for money owed or compensation for damage or loss.

The landlord requested an Order to be permitted to keep the security and pet deposits to a total amount of \$1,100.00 in partial satisfaction of their claim. The landlord also seeks to recover the filing fee of \$50.00.

The tenant does not dispute the landlord's claim for new carpets. The tenant disputed the landlord's claim for cleaning. The tenant testified that the unit was not cleaned when they took possession in October, 2013. At the end of the tenancy the tenant testified that they spent three days cleaning the unit.

The tenant agreed at the hearing that the landlord can keep the security and pet deposit to cover the cost for the new carpets.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. I have applied a test used for damage or loss claims to determine if the claimant has met the burden of proof in this matter:

- Proof that the damage or loss exists;
- Proof that this damage or loss happened solely because of the actions or neglect of the respondent in violation of the Act or agreement;
- Verification of the actual amount required to compensate for the claimed loss or to rectify the damage;

- Proof that the claimant followed S. 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

In this instance the burden of proof is on the claimant to prove the existence of the damage or loss and that it stemmed directly from a violation of the agreement or contravention of the Act on the part of the respondent. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally it must be proven that the claimant did everything possible to address the situation and to mitigate the damage or losses that were incurred.

Having reviewed the move in and move out condition inspection reports I find there is no mention on the move in report that the unit was dirty when the tenant moved in. The move out report does however document how dirty the tenant left the unit at the end of the tenancy. Had the tenant responded to the landlord's attempts to contact them to attend the move out report the tenant could have had the opportunity at that time to record on the move out report that they disagreed with the finds of the report concerning the condition of the rental unit. I am satisfied with the evidence before me that the tenant did not leave the rental unit reasonable clean at the end of the tenancy and consequently I uphold the landlord's claim for cleaning costs and cleaning materials

I am also satisfied with the undisputed evidence before me that the carpet was left in a dirty and unhygienic condition with pet urine stains and other stains. I therefore uphold the landlord's claim for cleaning the carpet. As these stains and odour could not be removed I further uphold the landlord's claim to replace the carpets and underlay; however, as the carpets were a year old I have made a small deduction for depreciation from the cost of the carpet and underlay. The useful life of carpets is documented under the Residential Tenancy Policy Guidelines # 40 and states that the useful life of a carpet is 10 years. I have therefore reduced the landlords claim for the carpet materials by 10 percent. Consequently, I find the landlord is entitled to recover the amount of \$890.55 for materials, \$418.10 for fitting and \$139.65 for taxes to a total amount of **\$1,448.30** The tenant did not dispute this section of the landlord's claim.

I Order the landlord to retain the security and pet deposit of **\$1,100.00** pursuant to s. 38 (4) (b) of the *Act* in partial satisfaction of the landlord's claim. As the landlord's claim has merit, I find

the landlord is also entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord pursuant to s. 67 and 72(1) of the *Act* for the following amount:

Cleaning, carpet cleaning, cleaning supplies and tax	\$2,028.60
Replacement carpet costs	\$1,448.30
Filing fee	\$50.00
Less security and pet deposit	(-\$1,100.00)
Total amount due to the landlord	\$2,426.90

Conclusion

For the reasons set out above, I grant the landlord a Monetary Order pursuant to Section 67 and 72(1) of the *Act* in the amount of **\$2,426.90**. This Order must be served on the Respondent and may then be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court if the Respondent fails to comply with the Order.

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: April 01, 2015

Residential Tenancy Branch

