



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed they received the Application for Dispute Resolution by registered mail. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that utility cost was owed and that the tenant did damages to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in the in September 1, 2011 and ended September 1, 2014 when the tenants vacated. A security deposit of \$437 was paid and successfully reclaimed by the tenant in a previous hearing.

The landlord claims as follows:

- a) \$183.70 for carpet cleaning with receipt provided. The tenant said he cleaned the carpets with a rented machine so should not have to pay this cost. He said they had a pet.

- b) \$122.61 to refill the propane tank. The tenant said there was no agreement signed for them to pay for propane. They rented the unit with an old propane tank that could not be refilled and it was replaced with a new tank in November 2011 which they paid \$134.61 to refill themselves. He had the receipt and read off the amount and date in the hearing. Although the landlord provided a receipt for the propane in evidence, she did not provide a copy of the lease or addendum. The tenant said they had signed no addendum nor was it attached to their lease.
- c) \$637.50 to replace the living room carpet that had pet and wine stains that could not be removed. The landlord said it was 15 years old but was pristine at move-in. She said it was not agreed that the tenants could have pets but they got one.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus of proof is on the landlord to prove that the tenant owed utilities (propane) and did damage to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. Although the landlord asserted that she had filled the propane tank for the previous tenants and a new one was in the shed, I find the tenants' evidence on this point more credible than the landlord's for he had specific memory of the old tank in the advertisement and of the new tank being installed in November 2011. I find it more credible that he paid for this fill as he had a receipt and read off the total of \$134.61 which is just slightly more than the landlord paid to refill the tank when they left. Furthermore, I find insufficient evidence that it was the tenant's responsibility to pay for the propane refill or that the tank was filled by the landlord at the beginning of the tenancy. I find there was no addendum or lease provided as evidence of this tenant's responsibility and he denied that they ever signed such an addendum. Based on the weight of the evidence, I find as the tenant paid to fill the tank originally, he would not be responsible to refill it for another tenant. I dismiss this portion of the landlord's claim.

I find the tenant liable to pay the carpet cleaning cost of \$183.70. Although he contended they rented a machine and cleaned it themselves, I find this apparently was not sufficient. The Residential Tenancy Policy Guidelines provide that a tenant is responsible for cleaning the carpets at the end of a tenancy especially if there are pets. I find it was reasonable for the landlord to hire a professional to clean the carpets as the weight of the evidence is that they were badly stained at move-out as noted on the

professional invoice “dog spills throughout, large red wine spill”. I find the landlord entitled to recover her cost of \$183.70 to try to have the carpets cleaned properly.

I find the living room carpet was 15 years old. As explained to the parties in the hearing, the Residential Policy Guideline 40 assigns a useful life for elements in rented units which is designed to account for reasonable wear and tear. I find carpets are assigned a useful life of 10 years and I accept the landlord’s evidence that they were 15 years old. Therefore, although the carpets may have been pristine as the landlord states, I find the landlord not entitled to recover any cost of carpet replacement for it had reached the end of its useful life.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. The security deposit has already been dealt with in a previous hearing. I find the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Carpet cleaning	183.70
Filing fee	50.00
Total Monetary Order to Landlord	233.70

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 22, 2015

Residential Tenancy Branch

