



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a Monetary Order for compensation under the *Act* and the tenancy agreement, for damage and cleaning of the rental unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared at the hearing. The Tenants, K.B., and K.A. attended, as did B.G., whom the Tenants advised was also a tenant, yet not named by the Landlord on the application. The Landlord stated that she did not name B.G. as she did not have an address for him when she filed her Application.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

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 to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

The Landlord testified as to the terms of the tenancy and stated as follows: the tenancy began May 1, 2014; monthly rent was payable in the amount of \$975.00; and, the

Tenants paid a security deposit of \$486.00 and a pet damage deposit of \$80.00 on July 7, 2014 such that the Landlord holds a total of \$566.00 in trust.

Introduced in evidence was a copy of the move in condition inspection report dated December 24, 2013 (the "Incoming Report"). The Tenant B.G. signed the Incoming Report which noted the following deficiencies:

- burn-mark on the counter in the kitchen;
- damage to the living room carpet;
- "cat poop" on carpet in dining room; and
- broken door of vanity over toilet;

The tenancy ended on October 30, 2014. The Landlord testified that the Tenants did not provide a forwarding address.

The "Outgoing Premises Inspection Report", dated September 30, 2014, was also introduced in evidence (the "Outgoing Report"). The Outgoing Report indicated that the Tenants K.B. and B.G. were present for approximately 15 minutes. As well, the Outgoing Report indicated that the rental unit was left very dirty, and with considerable damage including the Landlord's notation that the stove, crisper, carpets and locks needed to be replaced and that the dishwasher and blinds required repair. Although K.B. and B.G. were present, neither signed the Outgoing Report. X.A. testified that the Landlord did not offer him an opportunity to do the Outgoing Report.

The Landlord claimed that the stove was in such an unclean condition that it required replacement. She stated she was not aware if it continued to work. Although she provided a receipt in evidence which confirmed she spent \$579.00 on the stove, she only sought the sum of \$100.00 as a depreciated amount.

The Landlord also introduced in evidence receipts for cleaning and cleaning supplies claiming that the rental unit was left so unclean that she hired two different people to assist her in cleaning.

The Landlord also claimed the cost of \$89.46 for replacement of the locks as she stated the Tenant, X.A., refused to return his key.

The Landlord also introduced a receipt for the refrigerator crisper replacement and repair of the dishwasher.

The Landlord testified that the carpets, underlay and subfloor were so damaged by dog urine that the carpets and underlay required replacing, and the subfloor needed to be deodorized. Introduced in evidence were copies of receipts for the purchase of new carpet and underlay as well as a receipt for labour for the removal of the carpet and underlay and deodorizing of the sub floor. Although those expenses totalled \$2,964.94, she claimed only \$400.00 noting this was a “depreciated amount”.

The Landlord also introduced in evidence an internet posting by the Tenant, K.B., apparently made June 19 wherein the Tenant, K.B., wrote:

“Now i realize why I’m a cat person. Dogs goto the bathroom all over the house wherever they please stinkin up the house #Foreveracatperson”

[Reproduced as Written]

The Landlord submitted that the above post was proof that the Tenants were aware that the X.A.’s dog was urinating on and consequently damaging the carpet.

The Landlord claims as follows:

Cost of replacement stove	\$100.00
Cleaning supplies	\$99.94
Replacement locks	\$89.46
G.M. cleaning and J.A. cleaning	\$163.00
Underlay, carpet, and labour associated with removal and replacement of carpet and underlay and deodorizing of subfloor	\$400.00
Dishwasher repair and replacement of crisper	\$172.68
Filing fee	50.00
<b>Total claimed</b>	<b>\$1,075.08</b>

The Tenants deny that they caused damage to the rental unit. K.B. stated that when the tenancy began, the rental unit was already damaged by the previous tenants pets, noting that even the Incoming Report indicate there were burn marks and cat feces on the carpet when they moved in. She also stated that the carpets were not professionally cleaned when they moved out, but that B.G.’s mother, S.R. cleaned the carpets four times on September 30, 2014. In specific response to the internet posting, K.B. stated that the X.A.’s dog did not urinate on the floor and that he only did so on the couch and the bed.

K.B. further testified that the previous tenant failed to clean the stove as well, but that in any case, the Landlord only suspected the stove needed replacement and failed to introduce any evidence which would substantiate her claim that the stove required replacement.

K.B. conceded that the Tenants did not clean the refrigerator, stove or dishwasher. K.B. also stated that they did in fact clean the countertops and kitchen sink contrary to the Landlord's claims.

Finally, K.B. testified that the Landlord did the outgoing report *after* she and B.G. inspected the rental unit and that the first time she saw the Outgoing Report was when X.A. received it at his place of employment on October 17, 2014. K.B. confirmed that she did not provide the Landlord with her forwarding address.

X.A. also testified and claimed that his dog did not urinate on the flooring. He stated that the dog only urinated on the couch and K.B.'s bed. He also stated that he never left the dog alone contrary to the Landlord's claim that the dog was left alone in the rental unit frequently. X.A. confirmed that the evidence provided by K.B. with respect to the cleaning of the rental unit was correct.

B.G., also testified that the first time he saw the Outgoing Report was in October of 2014, and that the Landlord did not complete a report at the time they vacated the rental unit.

B.G. confirmed that he did not provide the Landlord with a forwarding address and that he presumed that as this matter was set for arbitration that he erroneously believed that he need not provide his address.

B.G. stated that when they moved in, the carpet was very hard, indicating the underlay was old and damaged. Further he claimed that the carpet had visible burn marks and cat feces and as such was damaged before they moved in. B.G. also stated that although he agreed that the stove was dirty, that it worked fine and did not require replacement.

The Tenants conceded that they did not clean the rental unit as required; additionally, they did not dispute the amounts claimed by the Landlord for cleaning. Further, they did not dispute the Landlord's claims that the key was not returned by X.A., or that the dishwasher required repair, or that the crisper required replacement.

The Landlord provided a brief reply to the Tenant's submissions.

In response to the Tenant's allegations regarding the Outgoing Report, the Landlord testified that the Tenants failed to provide her with a forwarding address and as such she did not have a means to provide them with a copy. The Tenants confirmed they did not provide a forwarding address.

The Landlord also stated that she only claimed \$100.00 for the stove as she believes it would have cost her \$100.00 just to have it cleaned.

The Landlord further stated that the Tenant, K.B., also had a cat and that in any case, the staining on the carpet was in every room except the master bedroom.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. that the other party violated the *Act*, regulations, or tenancy agreement;
2. that the violation caused the party making the application to incur damages or loss as a result of the violation;
3. the value of the loss; and,
4. that the party making the application did whatever was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlords took reasonable steps to minimize the damage or losses that were incurred.

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

I find the Tenants did not clean the unit, or make necessary repairs, and this has caused losses to the Landlord. I accept the Landlord's evidence as to the condition of the rental unit when the Tenants vacated. The photos submitted by the Landlord clearly indicate the rental unit was not cleaned as required under the *Act* and the tenancy agreement. It is notable that the Tenants conceded that they did not clean the rental unit as required. Accordingly, I award the Landlord the full amounts she seeks with respect to cleaning supplies, and the amounts she paid third parties to clean the rental unit.

I also accept the Landlord's undisputed evidence that X.A. did not return the keys and as such the Landlord incurred the cost to rekey the rental unit. I award the Landlord the amounts she seeks in this regard.

I also award the Landlord the amounts she seeks for the repair of the dishwasher and replacement of the refrigerator crisper based on her undisputed testimony.

I accept the Landlord's evidence that the Tenants pets caused damage to the carpet and underlay which necessitated the replacement and deodorizing of the subfloor. K.B. and X.A. conceded that X.A.'s dog urinated on the couch and bed and it is entirely conceivable that the dog also urinated on the carpet. The photos introduced by the Landlord, as well as the internet posting made by K.B., support a finding X.A.'s dog caused damage to the carpet, underlay and sub floor. As such, I award the Landlord the depreciated costs she seeks in the amount of \$400.00.

As the Landlord failed to introduce any evidence that the stove required *replacement*, I deny her request for \$100.00. Although it is possible the cost to clean the stove would have been equal to \$100.00, I am not satisfied the Landlord has proven her claim for this amount.

Therefore, I allow the Landlords **\$975.00** for the following claims.

Cleaning supplies	\$99.94
Replacement locks	\$89.46
G.M. cleaning and J.A. cleaning	\$163.00
Underlay, carpet, and labour associated with removal and replacement of carpet and underlay	\$400.00

and deodorizing of subfloor	
Dishwasher repair and replacement of crisper	\$172.68
Filing fee	\$50.00
<b>Total allowed</b>	<b>\$975.08</b>

I order that the Landlords retain the deposit of **\$566.00** in partial satisfaction of the claim and I grant the Landlords an Order under section 67 for the balance due of **\$409.08**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

### Conclusion

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 26, 2015

---

Residential Tenancy Branch

