



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD  
                             MNDC, FF

### Introduction

This hearing was convened by way of conference call concerning applications made by the landlord and by one of the tenants. The landlord has applied as against both tenants for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the filing fee from the tenants for the cost of the application. The tenant has applied for a monetary order for return of all or part of the pet damage deposit or security deposit.

An agent for the landlord company attended the hearing and gave affirmed testimony. One of the tenants also attended and gave affirmed testimony, and represented the other named tenant.

During the course of the hearing it was determined that both parties had provided evidentiary material to the Residential Tenancy Branch and to each other, however I had received no evidence from either party prior to the commencement of the hearing. The parties did not wish to adjourn, and I advised that I would not be completing my Decision until the evidentiary material was received and had been reviewed. The material of the landlord has been received and is considered in this Decision, however, the material from the tenant has not been received. The tenant stated that photographs and a written statement of the tenant were sent by regular mail, but none have been received. The tenant did not wish to adjourn the hearing, and I make this Decision in the absence of any evidence from the tenant, basing this Decision on the evidentiary material of the landlord and the testimony of the parties.

### Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for the cost of carpet cleaning as set out in the tenancy agreement?

- Have the tenants established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit or pet damage deposit?

### Background and Evidence

**The landlord's agent** testified that this fixed term tenancy began on March 1, 2011 and expired at the end of February, 2014 and then reverted to a month-to-month tenancy which ended on March 31, 2015. Rent in the amount of \$880.00 per month was payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$440.00 as well as a pet damage deposit in the amount of \$440.00. A copy of the tenancy agreement has been provided.

The landlord received the tenants' forwarding address in writing on March 31, 2015 and returned the sum of \$780.00 to the tenants from the deposits held in trust. The landlord's agent does not know when the cheque was sent but it was issued on April 1, 2015, and all cheques are issued from Toronto.

A move-in and a move-out condition inspection report were completed at the beginning and end of the tenancy and a copy has been provided showing the condition of the rental unit at the beginning and end of the tenancy.

The ceiling fell in during the tenancy in February, 2012 and the landlord had the carpets cleaned right after that incident. However, the tenants had a dog, and the tenancy agreement specifies that the tenant pays \$100.00 for carpet cleaning and must provide a receipt. The lease is standard which shows a \$100.00 charge for a 1 bedroom unit. Further, the Residential Tenancy Branch Policy Guideline #1 states that generally a tenant will be responsible for carpet cleaning if the tenant resides in the rental unit for in excess of a year or if the tenant has pets that are not kept in a cage, or if the tenant smokes in the rental unit. The landlord claims the cost of carpet cleaning in the amount of \$100.00.

The landlord's agent acknowledges that the incident occurred, and in March, 2012 the tenants received compensation in the amount of \$898.32 for that incident.

**The tenant** testified that the leak in January or February, 2012 was investigated by the landlord's contractor but nothing was done. The ceiling fell on the tenant, the tenant reported the incident, the landlord's agent arrived, and the tenant was injured from nails. The landlord was not going to do anything, but eventually gave the tenant compensation. The landlord also offered to replace the carpet but the tenant didn't want that for convenience purposes. The carpets were disgusting, and the landlord had them

cleaned, but there were rips in them from nails and they didn't come clean; they were filthy with rotten wood. Some things you just can't get out. The tenant knew the tenancy agreement provided for carpet cleaning, but spraying the ceiling while repairing, which took 2 weeks caused more debris on them. The tenant felt sorry for the new tenant moving in with such a disgusting carpet.

The tenant's spouse spoke to the new tenant who advised that there are still holes in the carpet. The tenant disputes paying for cleaning a carpet that was destroyed.

### Analysis

Although I have not received the tenant's photographs, I am satisfied that the carpets were in rough shape. The landlord agrees that the incident took place, and I accept that the carpets were in need of replacement, and perhaps still are. However, it is not for the tenant or for me to determine whether or not the landlord can re-rent a rental unit with the existing carpet. Any disputes about that are between the landlord and the new tenant. The tenancy agreement specifies that the tenant will pay \$100.00 at the end of the tenancy, and I so order.

The landlord collected a security deposit from the tenants in the amount of \$440.00 as well as a pet damage deposit in the amount of \$440.00 and has returned \$780.00 of that to the tenant in a cheque dated April 1, 2015, which the tenant did not dispute, and I find that the landlord made a claim against the unclaimed portion of both deposits within the time prescribed, retaining \$100.00. I order the landlord to keep that money in full satisfaction of any damage claim by the landlord.

The tenant's application is hereby dismissed.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee and I grant a monetary order in favour of the landlord for that amount.

### Conclusion

For the reasons set out above, I hereby order the landlord to keep \$100.00 of the security deposit and pet damage deposit held in trust in full satisfaction of any damage claim against the tenants.

I further grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$50.00.

The tenant's application is hereby dismissed.

These orders are final and binding and may be enforced.

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 16, 2015

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Residential Tenancy Branch

