



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to recover the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. The tenant did not submit any documentation for this hearing. Both parties gave affirmed testimony.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence

The landlords' testimony is as follows. The tenancy began on September 1, 2013 and ended on May 31, 2015. The tenants were obligated to pay \$1250.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$625.00 security deposit which the landlord has already returned to the tenant. The landlord stated that the tenant left the unit dirty and messy. The landlord stated that the carpets had numerous stains on them and that the suite was not cleaned to a reasonable level. The landlord stated that she hired a carpet cleaning company to clean the carpets at a cost of \$183.75. The landlord stated that she clean the suite herself for 15 hours at a charge of \$25.00 per hour = \$375.00.

The tenants' testimony is as follows. The tenant stated that he acknowledges that he did not have the carpets cleaned and would have been okay with paying for them if the landlord had dealt with this matter in a different manner. The tenant stated that he adamantly denies that the unit was dirty and that he spent a full day cleaning it before moving out. The tenant stated that he questions the authenticity of the photos. The tenant stated that there is no date stamp on the photos. The tenant stated that the unit was left in a much cleaner state than depicted in the photos.

## Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, **the party claiming the damage or loss bears the burden of proof**. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I address the landlords claim and my findings as follows.

1. Carpet cleaning – \$183.75.

Policy Guideline 1 addresses this issue before me as follows.

The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

The tenant acknowledged that he did not have the carpets steam cleaned or shampooed during his two year tenancy. Based on the above I find that the landlord is entitled to \$183.75.

2. Suite Cleaning - \$375.00.

I find that the landlord has not provided sufficient evidence to support this portion of her claim for the following reasons. The landlord did not conduct written condition inspection reports at move in or move out to account for any deficiencies in cleanliness. The landlord did not have any photos to depict the condition of the unit at move in. In addition, the landlord stated that she worked for 15 hours to clean the unit, however the photos she submitted do not sufficiently support that claim. The scope of the work does not appear to be as extensive as alleged. As outlined at the beginning of the analysis in this decision, the applicant bears the burden of providing sufficient evidence to support the actual amount of costs incurred, the landlord has not done that for this portion of her application. Based on the above, I dismiss this portion of the landlord's application.

As the landlord has proven part of her claim, I find that she is entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$233.75. I grant the landlord an order under section 67 for the balance due of \$233.75. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 26, 2016

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Residential Tenancy Branch

