



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. 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 landlord's testimony is as follows. The tenancy began on March 22, 2015 and ended on September 30, 2015. The tenancy was to be for a fixed term of 12 and half months. The tenants were obligated to pay \$2250.00 per month in rent in advance and at the outset of the tenancy the tenants paid an \$1100.00 security deposit. The landlord has since returned \$500.00 of the deposit to the tenant. Condition inspection reports were conducted at move in and move out with the tenant present. The landlord stated that the tenant left the unit dirty with some minor damage. The landlord stated that the tenant broke the lease. The landlord is seeking the liquidated damages costs as agreed upon by the parties in addition to the costs to clean and repair the unit.

The tenant gave the following testimony. The tenant disputes the entirety of the landlords claim. The tenant stated that the unit was left in good condition and very clean at move out and that the deficiencies the landlord is alluding to were there at the outset of the tenancy.

The landlord is applying for the following:

1.	Liquidated damages	\$450.00
2.	Miscellaneous supplies	\$77.27
3.	Key replacement	\$2.81
4.	Carpet Cleaning	\$100.00
5.	Pest Control for flea treatment	\$368.22
6.	Filing fee	\$50.00
	Total	\$1048.30

Analysis

Section 67 of the Act states that when a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. **To prove a loss the applicant must satisfy all four of the following four elements:**

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I address the landlord's claims and my findings around each as follows.

1. Liquidated damages - \$450.00.

The landlord provided the signed tenancy agreement that both parties agreed to this condition as part of their tenancy. The tenant acknowledges that they signed the agreement but felt the amount is "a little high". Based on the tenants own acknowledgment, and the supporting documentation from the landlord, I find that the landlord is entitled to \$450.00.

2. Miscellaneous Supplies for Repairs \$77.27

The landlord stated that she had to purchase a heavy paint to cover the scuff marks on the kitchen counter and replace the toilet roll holder and lightbulbs.

The tenant disputes this claim. The tenant stated that the scuffs were minor and that the toilet roll holder and lightbulbs were in the suite. The tenant stated that the landlord did not provide proof of these costs.

As listed above, the landlord bears the burden of proving their claim and to satisfy each of the four grounds listed above. The landlord has not submitted any receipts for this claim and I therefore cannot be certain as to the actual cost to the landlord, accordingly; I dismiss this portion of the landlords claim.

3. Key Replacement - \$ 2.81.

The landlord stated the tenant did not return the house key. The tenant stated that she left the key in the mailbox. The landlord has not submitted any receipts for this claim and I therefore cannot be certain as to the actual cost to the landlord, accordingly; I dismiss this portion of the landlords claim.

4. Carpet Cleaning \$100.00.

The landlord stated that the tenant did not clean the carpets at move out. The landlord stated that the carpets were stained and dirty at move out. The landlord stated that she used her own carpet cleaner and cleaned the carpets three times.

The tenant stated she used a foam dispenser treat the carpet and vacuumed them. Both parties agree that the tenant had a cat during her tenancy.

Residential Tenancy Policy Guideline 1 addresses this issue as follows:

The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises.

The “treatment” described by the tenant is not a sufficient method of cleaning the carpets especially when a pet has present. Based on the above, I find that the tenant did fulfill her obligation and that the landlord had to clean the carpets. I further find that the amount sought by the landlord is reasonable under the circumstances. The landlord is entitled to \$100.00.

5. Pest Control – Flea Treatment \$368.22.

The landlord stated that the tenant left fleas in the unit which required her to have pest control spray the unit. The tenant stated that the landlord failed to provide any proof that the tenant was responsible for the fleas or proof of the actual costs incurred. The landlord has not submitted any receipts for this claim and I therefore cannot be certain as to the actual cost to the landlord, accordingly; I dismiss this portion of the landlords claim.

As the landlord has been partially successful in her application she is entitled to the recovery of the \$50.00 filing fee.

The landlord is entitled to a total amount of \$600.00. The landlord has withheld that amount from the original \$1100.00 deposit; accordingly the landlords claim has been satisfied.

Conclusion

The landlord is entitled to retain the \$600.00 from the security deposit she has in her possession in full satisfaction of the claim.

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 18, 2016

Residential Tenancy Branch