



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNR, MNSD

### Introduction

This is an application brought by the Landlord requesting a monetary order for \$400.50, and requesting recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The parties agree that this tenancy began on October 1, 2015 and ended on February 29, 2016.

Parties also agree that the tenant paid a security deposit of \$400.00 on September 6, 2015.

The parties also agree that a move in inspection was completed; however a moveout inspection was not completed.

The landlord testified that at the end of the tenancy the tenant failed to clean the carpets in the rental unit and left them with large stains, which he believes were caused by the tenant's dog. The landlord further testified that, as a result, he had to have the carpets cleaned at a cost of \$175.00.

The landlord further testified that the tenant failed to properly clean the bathroom and the kitchen in the rental unit and as a result he had to hire a person to clean those rooms, at a cost of \$75.00.

The landlord further testified that, on the application, he had originally applied for an order for outstanding utilities, however the tenant subsequently paid those utilities in full and he is therefore withdrawing that portion of this claim.

The landlord further testified that although they had arranged a time to do a moveout inspection, the tenant failed to participate in that move out inspection and left the rental unit prior to the completion of the inspection.

The tenant testified that the carpets were dirty when she moved into the rental unit and that she had used her own Bissell carpet cleaner to clean the carpets at the beginning

of the tenancy. She stated to the landlord that she would not professionally clean the carpets at the end of the tenancy as they were not clean prior to her moving in.

The tenant further testified that, when she moved out of the rental unit, both the kitchen and the bathroom were thoroughly cleaned, and there was no need for any further cleaning prior to new tenants taking possession.

The tenant further testified that the reason she left the rental unit prior to the completion of the inspection was because she felt threatened by the landlord.

The tenants witness/mother also testified that she was with the tenant in the rental unit at the end of the tenancy and assisted her daughter to thoroughly clean. She further testified that the tenant's dog did not cause any stains on the carpet.

The tenants witness/mother also testified that during the moveout inspection she felt the landlord was becoming agitated and demanding and that is why her daughter decided not to complete the inspection with the landlord.

### Analysis

It is my finding that the landlord has shown that the tenant left the carpets in the rental unit significantly stained and in need of cleaning. The tenant claims that the carpets were stained at the beginning of the tenancy and pointed out that the move-in inspection report mentions stains in the living room carpet, however I find it very unlikely that the tenant would have accepted a rental unit with such extensive staining as was in the carpets at the end of the tenancy, and I therefore accept that the majority of the staining occurred during this tenancy. I therefore allow the landlords claim for \$175.00 for carpet cleaning.

I will not however allow the landlords claim for cleaning the kitchen and the bathroom as the landlord has provided no evidence, other than his testimony, in support of the claims

that the bathroom and kitchen needed cleaning. In this case the tenant and her mother both testified that the bathroom and kitchen were left completely clean. The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

I also allow ½ the landlords claim for recovery of the filing fee. I will not allow the full amount as I have allowed the substantially less than landlord has claimed in damages.

As stated previously the landlord has withdrawn his claim for outstanding utilities.

Therefore the total amount of the landlord's claim that I have allowed is \$255.00.

#### Conclusion

As stated above, I have allowed the \$255.00 of the landlords claim and I therefore Order that the landlord may retain the \$255.00 of the tenant security deposit, and I have issued an Order for the landlord to return the remaining \$175.00 to the tenant.

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 06, 2016

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Residential Tenancy Branch