



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, FFL

### Introduction

This decision pertains to the Landlords' application for dispute resolution made on May 23, 2018, under the *Residential Tenancy Act* (the "Act"). The Landlords seek a monetary order for damage/loss to a carpet, and for recovery of the filing fee.

The Landlord (K.K.) attended the hearing before me and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The Tenants did not attend.

The Landlord testified that they served the Tenants with the Notice of Dispute Resolution Proceeding package (the "Notice") by Canada Post registered mail on May 24, 2018. I am satisfied that the Landlords served the Tenants with the Notice pursuant to section 89(1)(c) of the Act.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issues of this application is considered in my decision.

### Issues to be Decided

1. Are the Landlords entitled to a monetary order for damage/loss to a carpet?
2. Are the Landlords entitled to a monetary order for recovery of the filing fee?
3. Are the Landlords entitled to retain the security deposit, pursuant to Section 72 of the Act?

### Background and Evidence

The Tenants began a tenancy on May 1, 2015, and moved out at the end of April 2018. Monthly rent was \$775.00 and the Tenants paid a security deposit of \$387.50, which the Landlords currently hold. The Landlords submitted into evidence a copy of the written tenancy agreement (the "Agreement"). I note that clause 33 of the Agreement prohibits pets. The Landlord testified that the Tenants had a cat, in contravention of the Agreement. At no time did the Tenants pay a pet damage deposit.

The parties conducted a move in condition inspection and report (the "Report"), and they completed the move out condition inspection Report on May 10, 2018. The Report noted that for three different areas of the carpet there were "smells, [and] cat pee". The Tenants signed a written agreement on the Report whereby the Landlords could hold on to the security deposit in anticipation of carpet cleaning.

The Landlords had a professional carpet cleaning company do a steam cleaning. The Landlord testified that while the steam cleaning "improved [the carpet] considerably," the stain and smell lingered. Next, the Landlords obtained a quote to replace the entire carpet. The estimated cost was \$3,133.21. This is the amount initially claimed by the Landlords in their application, and the Landlords submitted a copy of the estimate into evidence.

However, after further examination of the carpet and the options for repairing it, the Landlords determined that a patch job (where pieces of existing carpet cut from a closet floor replaced sections of the cat urine-stained carpets) was a more suitable solution. The costs consisted entirely of labour costs in the amount of \$305.76. (The receipt for the carpet installation was not yet available at the time of the hearing.)

In addition to the claim for the carpet repair, the Landlords are also claiming for general cleaning costs of the rental unit, which the Landlord testified came to \$137.50. This amount was initially estimated to cost \$150.00, which the Tenants agreed to in the Report.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

The Landlord seeks a monetary order for compensation for carpet patch replacement installation (i.e., labour) costs and for general cleaning of the rental unit. The purpose of compensation is to put the person who suffered the damage or loss into the same position as if the damage or loss never occurred. The party claiming compensation must provide evidence establishing they are entitled to compensation. In determining whether compensation is due, I must determine whether:

1. a party to the tenancy agreement failed to comply with the Act, regulation, or tenancy agreement;
2. loss or damage resulted from their non-compliance;
3. the party who suffered the damage or loss can prove the amount or value of the damage or loss; and,
4. the party who suffered the damage or loss has acted reasonably in minimizing their damage or loss.

Section 37(2)(a) of the Act states that when a tenant vacates a rental unit, they “must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.” The oral and documentary evidence presented and submitted by the Landlord demonstrates that the rental unit was not left reasonably clean due to the cat urine stains and smells. Therefore, I find that the Tenants failed to comply with the tenancy agreement, and the Landlords incurred monetary loss from that non-compliance.

The Landlord testified that the cost of replacing the carpet by way of patch jobs cost \$305.76 and that the cost of general cleaning of the rental unit was \$137.50, for a total loss of \$443.26. I find that the amount or value of the loss has been proven.

Finally, I am satisfied that the Landlords acted reasonably in minimizing their damage or loss by (A) professional steam cleaning the carpet to try to remove the smells and stains, and (B) exploring various options which, while initially may have lead to a full carpet replacement in an amount exceeding three-thousand dollars, resulted in a much-less-expensive solution by undertaking carpet patch jobs. Indeed, that the Landlords used existing pieces of the carpet (the age of which the Landlord did not know) demonstrates an attempt to minimize his loss.

As the Landlords were successful in their application I grant them a monetary award of \$100.00 for recovery of the filing fee.

For the reasons set out above, I find that the Landlords are entitled to a monetary award in the amount of \$543.26. Further, I order that the security deposit held (\$387.50) be

applied to the award granted to the Landlords, pursuant to section 72 of the Act.

The Landlords are entitled a monetary order in the amount of \$155.76.

Conclusion

The Landlords are granted a monetary order in the amount of \$155.76. This order must be served on the Tenants and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: July 17, 2018

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Residential Tenancy Branch