



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MN DL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlords on January 22, 2020 (the “Application”). The Landlords applied for compensation for damage to the rental unit and reimbursement for the filing fee.

The Landlords and Tenants appeared at the hearing. The Tenants called the Witness at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlords submitted evidence prior to the hearing. The Tenants did not. I addressed service of the hearing package and Landlords’ evidence and no issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all testimony provided and reviewed all documentary evidence submitted. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Are the Landlords entitled to compensation for damage to the rental unit?
2. Are the Landlords entitled to reimbursement for the filing fee?

Background and Evidence

The Landlords sought the following compensation:

Item	Description	Amount
1	Repair of carpet	\$94.50
2	3 hours of cleaning	\$75.00
3	90% of value of carpet purchased one year prior	\$189.50
4	Filing fee	\$100.00
	TOTAL	\$459.00

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started July 01, 2018 and was for a fixed term ending July 01, 2019.

The parties agreed the Tenants vacated the rental unit July 01, 2019.

A Condition Inspection Report (CIR) was submitted as evidence. The parties agreed they did a move-in inspection June 29, 2018, completed the CIR and signed the CIR.

The parties agreed they did a move-out inspection July 01, 2019, completed the CIR and signed the CIR.

Repair of carpet and 90% of value of carpet purchased one year prior

The Landlords testified as follows. The carpet in one of the bedrooms of the rental unit was damaged upon move-out. The damage was caused by the Tenants' cats. The move-out inspection was done quickly because new tenants were moving in. Landlord S.D. was stressed and did not look closely at what should have been noted on the CIR. The new tenants pointed out issues during their move-in inspection including the carpet which had been scratched through to the backing.

The Landlords further testified as follows. A repair person glued fibres onto the backing to repair the carpet. This cost \$94.50 and is a temporary fix. The carpet was brand new when the Tenants moved in.

The Landlords sought compensation for the \$94.50 but also for 90% of the cost of the carpet when it was purchased. The Landlords submitted that the carpet should have been good for 10 years but will now have to be replaced in a year or two. The

Landlords submitted a receipt for the purchase of the carpet. The Landlords testified that the purchase was for carpet for the one bedroom only. The Landlords relied on the receipt to show the square footage of the carpet purchased.

Tenant C.P. testified as follows. She did the move-out inspection. Her and Landlord S.D. went through every room slowly. Everything on the CIR was checked off as good. It was not apparent to the Tenants that the carpet was damaged. It is not the Tenants' responsibility to pay for fixing the carpet because the damage was not noticed before move-out.

Tenant C.P. testified that she believes the receipt showing the carpet purchase is for carpet for two bedrooms and not one bedroom.

I asked Tenant C.P. if the Tenants are acknowledging that the damage was caused by them. Tenant C.P. submitted that the damage is normal wear and tear and that the Tenants cannot say what caused it because they did not notice it.

3 hours of cleaning

Landlord S.D. testified as follows. She spent three hours cleaning the rental unit after the Tenants moved out. There was pet hair in the heat registers and on the carpet. The Tenants left cleaner in the oven which had to be cleaned off. The bottom of the fridge was not clean. The floors had not been washed.

The Landlords referred to a statement in evidence from the new tenants as well as photos.

Tenant C.P. testified as follows. The Tenants were finishing cleaning when the Landlords attended for the move-out inspection. Everything on the CIR was checked off as good. She mopped the floor. The curtains were washed. The Landlords' photos show minor issues such as one piece of cat hair on the curtains. The Tenants cleaned up to the standard required.

The Witness testified as follows. He was present at move-out. The Tenants cleaned as items were removed from the rental unit. The rental unit looked very clean. The Tenants vacuumed, wiped surfaces, swept and cleaned the bathroom. He assumes the Tenants washed the curtains because the Tenants were doing wash and the curtains were not up, but he did not see the Tenants take the curtains down or put them up.

Analysis

Section 7 of the *Act* states:

7 (1) If a...tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying...tenant must compensate the [landlord] for damage or loss that results.

(2) A landlord...who claims compensation for damage or loss that results from the [tenant's] non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Pursuant to rule 6.6 of the Rules of Procedure, it is the Landlords as applicants who have the onus to prove the claim. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

Section 37 of the *Act* states:

(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear...

Section 21 of the *Residential Tenancy Regulation* states:

21 In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

Repair of carpet and 90% of value of carpet purchased one year prior

The CIR does not show any damage to the carpets in the bedrooms on move-out.

I have considered the text messages, photos attached to the text messages, photos, CIR for the new tenants and witness statement from the new tenants.

I am not satisfied based on the evidence provided that the carpet was scratched beyond reasonable wear and tear at the time of move-out.

The CIR was completed with notations on every line, comments, details about keys and controls as well as details about damage for which the Tenants' were responsible noted under section "Z". I am not satisfied that the move-out inspection was done so quickly that the Landlords did not notice damage that was beyond reasonable wear and tear to carpet that was previously brand new. I am satisfied that if the damage to the carpet was beyond reasonable wear and tear at the time of move-out, this would have been noted on the CIR.

I am not satisfied that the Tenants breached section 37 of the *Act*. Therefore, I am not satisfied the Landlords are entitled to compensation for carpet damage.

3 hours of cleaning

The CIR does not show that any areas of the rental unit were dirty upon move-out.

I have considered the text messages, photos attached to the text messages, photos, CIR for the new tenants and witness statement from the new tenants.

I do not find the CIR for the new tenants or the witness statement from the new tenants of assistance. The Tenants were required to leave the rental unit reasonably clean. This may not be the standard of the Landlords or the new tenants. However, it is the standard required by the *Act*.

I am satisfied based on the photos that the rental unit was not left perfectly clean. However, the photos show only a few areas that were an issue and show somewhat minor issues. I am not satisfied based on the evidence provided that the Tenants did not leave the rental unit reasonably clean. Again, I find that the CIR would show that areas were dirty if the rental unit was not reasonably clean on move-out.

Further, even if I accepted that there were a few areas that were not reasonably clean, I am not satisfied that the evidence supports three hours of cleaning to bring the rental unit up to the standard of reasonably clean.

I am not satisfied the Landlords are entitled to compensation for cleaning.

Filing fee

Given the Landlords were not successful in this application, I decline to award them reimbursement for the \$100.00 filing fee.

Conclusion

I am not satisfied the Landlords are entitled to compensation. The Application is dismissed without leave to re-apply.

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: March 26, 2020

Residential Tenancy Branch