



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SKYLINE LIVING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence of 11 files via Canada Post Registered Mail. The landlord referred to the submitted copy of the Canada Post Tracking label as confirmation.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage and recovery of the filing fee?  
Is the landlord entitled to retain all or part of the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord seeks a monetary claim of \$300.00 for damage to the rental unit which consists of:

\$200.00	Cleaning, Floor/Carpet Stained
\$100.00	Filing Fee

The landlord stated that the tenant vacated the rental unit leaving the floor in the bedroom with "Cat pee in one bedroom carpet" as listed in the condition inspection report for the move-out dated September 2, 2020. The landlord referred to schedule "C" of the signed tenancy agreement which states in part that,

*If the Rented Premises are not left clean and in good repair, etc. as required...the Tenant will pay for any required cleaning of the Rented Premises...at the rate of \$30.00/hr per labourer, with a \$30.00 minimum, plus applicable taxes.*

The landlord referred to an attached "sample price list", under Steam cleaning or carpet \$200.00. The landlord stated that the carpet in the bedroom was steamed clean due to the "Cat pee". The landlord seeks recovery of this cost.

### 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. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find that the tenant vacated the rental unit leaving it with "Cat pee" staining the bedroom carpet. The landlord provided a copy of a completed condition inspection report for the move-out

signed by the tenant. I also find pursuant to the initialled copy of "Schedule C" provided by the landlord that Steam Cleaning of the carpet requires a payment of \$200.00.

I find based upon the above evidence that the landlord has established a claim for \$300.00 as filed for \$200.00 in carpet steam cleaning and the \$100 filing fee.

Despite the landlord's application filed to offset the monetary claim against the security deposit, no details regarding the combined deposits were provided.

The landlord is authorized to retain \$300.00 from the combined \$1,630.00 security and pet damage deposits. The landlord is ordered to return the outstanding balance of \$1,330.00.

### Conclusion

The tenant is granted a monetary order for \$1,330.00.

This order must be served upon the landlord. Should the landlord fail to return the outstanding balance, the tenant may file this order in the Small Claims Division of the Provincial Court of British Columbia and have it enforced it 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 08, 2021

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Residential Tenancy Branch