



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCL-S, MNDL-S, FFL

### Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security and pet deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions and arguments. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue to be Decided

Is the landlord entitled to a monetary award for loss or damages as a result of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background, Evidence

The landlord's testimony is as follows. The tenancy began on April 1, 2020 and ended on August 31, 2020. The tenants were obligated to pay \$2900.00 per month in rent in

advance and at the outset of the tenancy the tenants paid a \$1450.00 security deposit and \$1450.00 pet deposit. The landlord still holds both deposits. The landlord testified that written condition inspection reports were conducted at move in and move out. The landlord testified that the tenant left the unit and carpets dirty which required extensive cleaning. The landlord testified that the flooring was also damaged due to the tenants' pet leaving scratch marks. The landlord testified that the tenant damaged a bifold door and didn't pay the water bill as required per their tenancy agreement.

The landlord is applying for the following:

1.	Flooring	\$1900.00
2.	Cleaning	640.00
3.	Repair	75.00
4.	Carpet and floor cleaning	540.75
5.	Water bill	84.20
6.	Filing fee	100.00
	Total	<b>\$3339.95</b>

The tenant gave the following testimony. The tenant testified that he agrees to pay for the water bill and carpet cleaning but disputes the remainder of the landlord's claim. The tenant testified that the condition of the unit had little variation from move in to move out. The tenant testified that the landlord didn't give him a chance to rectify the alleged damages.

### Analysis

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 arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

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 provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or

damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

*Flooring - \$1900.00*

The landlord testified that that he paid cash to have this work done with no receipt. As noted above, an applicant must provide evidence that can verify the **actual monetary amount of the loss or damage**. As the landlord has not done that, I must dismiss this portion of his application.

*Cleaning - \$640.00*

The landlord submitted an estimate from Molly Maid for the amount sought. However, the landlord testified that he and three others did the cleaning. The landlord was unsure how long they spent cleaning and what the scope of the work was. The landlord did not provide sufficient corroborating evidence to support this claim, accordingly; I dismiss this portion of the landlords claim.

*Repair Bi-fold Door - \$75.00*

The tenant testified that the door was worn and already had some repairs done to previously and doesn't feel he should have to pay for it. The landlord provided the condition inspection report and receipt to support his claim, accordingly; I find that the landlord is entitled to \$75.00.

*Carpet and Floor Cleaning \$540.75*

The tenant testified that "I just don't know if this a competitive price". Residential Tenancy Policy Guideline 1 outlines a tenant's responsibility to have the carpets shampooed at the end of a tenancy despite the length when they have a pet. The tenant acknowledged and confirmed that he agreed that he was responsible for the costs but was unsure about the amount. The tenant questioned why the grout cleaning was also on this bill. The landlord submitted photos, the condition inspection report and documentation from Service Master showing the condition of the carpets and grout. Based on the above, I find that the landlord is entitled to \$540.75

*Water bill – \$84.20*

The tenant agreed to pay for this, accordingly; the landlord is entitled to \$84.20.

As the landlord has had some success in their application, they are entitled to the recovery of the \$100.00 filing fee. The landlords' total award is \$799.95.

Conclusion

The landlord has established a claim for \$799.95. I order that the landlord retain that amount from the deposit in full satisfaction of the claim. The landlord is to return the remaining \$2100.05 back to the tenant. I grant the tenant an order under section 67 for the balance due of \$2100.05. This order may be filed in the Small Claims Court and enforced 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: February 19, 2021

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Residential Tenancy Branch