



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on August 19, 2021. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit.

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that she sent the Notice of Hearing along with supporting documentary evidence to the Tenant on March 23, 2021. Proof of mailing was provided into evidence. I find the Tenant is deemed to have received this package 5 days after it was mailed, on March 28, 2021.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?

### Background and Evidence

The Landlord testified that she performed an inspection of the rental unit in October of 2020, and found that the rental unit was extremely messy and dirty. As a result, the Landlord issued the Tenant a formal written warning to clean up. However, in the follow up visit in March 2021, the Landlord found the rental unit to be in worse shape, with significantly more dirt, and staining on the carpets.

The Landlord stated that she was successful in obtaining an order of possession based off the related 1 Month Notice she issued, but the Tenant refused to leave, and a bailiff had to be hired to removed her from the rental unit on May 4, 2021. The Landlord is seeking to recover carpet replacement costs as part of this hearing due to the extreme staining, and damage to the carpets

More specifically, the Landlord explained that while the Tenant was still residing in the unit, she asked the Tenant to clean the carpets after an inspection revealed a very neglected and dirty floor in both carpeted bedrooms. The Landlord stated that the Tenant did not clean up, so the Landlord hired a cleaning company to come and clean the bedroom carpets on March 12, 2021. An invoice was provided into evidence. The Landlord provided photos at the start of the tenancy, and well as photos at the end of the tenancy to show the extreme staining of the carpets. The Landlord stated that after she paid to have the carpets cleaned, the carpets stains were not able to be removed, as per the opinion of the carpet cleaners. Subsequently, the Landlord obtained replacement quotes for the carpets in both bedrooms.

Both quotes were provided into evidence, and were for an exact replacement for what the Landlord had installed about one year prior, right before the Tenant moved in. The Landlord stated she took the lower of the two quotes, \$1,689.53, and this is the amount she is seeking, plus the \$84.00 she had to pay to have the carpets cleaned before she was able to determine they were unsalvageable. The Tenant did not take the carpet damage seriously, refused to pay, and had to be physically removed by a bailiff in May 2021.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant caused significant damage to carpets in both bedrooms, such that they had to be replaced. I note these carpets were essentially new, and the neglect and staining of the carpets goes well beyond what could be considered normal wear and tear. I accept the opinion of the carpet cleaner as well as the photos provided in that the carpets were heavily stained, beyond repair, and replacement was the most reasonable option. I find the Tenant is liable for these damages, and I award this item, in full, \$1,689.53. (as per the lowest of the two quotes provided by the Landlord). Further, I find the Tenant is also liable for the carpet cleaning costs of \$84.00, and she was given ample time to try and clean them herself, and failed to take any action. It appears the carpets were in worse shape in the follow up inspection, and I find the cost is reasonable. I award both items, totalling \$1,773.53.

Further, section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with this application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Section 72 of the *Act* also allows me to authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount of rent still owed by the Tenant. The Landlord indicated on her application that she holds a security deposit of \$550.00. I authorize her to keep this amount to offset what is owed.

In summary, I find the Landlord is entitled to the following monetary order:

<b>Item</b>	<b>Amount</b>
Carpets replacement/cleaning of carpets in bedrooms	\$1,773.53
	\$100.00
PLUS: FILING FEE	
LESS: Security deposit	(\$550.00)
<b>Total Amount</b>	<b>\$1,323.53</b>

## Conclusion

The Landlord is granted a monetary order in the amount of **\$1,323.53**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: August 19, 2021

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Residential Tenancy Branch