



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, FFL

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$1,854.00 for damages, in addition to the security and pet damage deposits, which they retained to apply to this Application. The Landlords also claimed recovery of their \$100.00 Application filing fee from the Tenant.

The Landlords appeared at the teleconference hearing and gave affirmed testimony; however, no one attended on behalf of the Tenant. The teleconference phone line remained open for over 25 minutes and was monitored throughout this time. The only persons to call into the hearing were the Landlords, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me, were the Landlords.

I explained the hearing process to the Landlords and gave them an opportunity to ask questions about it. During the hearing the Landlords were given the opportunity to provide their evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlords testified that they served the Tenant with the Application, the Notice of Hearing documents and the Landlords' evidence by Canada Post registered mail, sent on July 23, 2021. The Landlords provided a Canada Post tracking number as evidence of service. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlords in the absence of the Tenant.

### Preliminary and Procedural Matters

The Landlords provided the Parties' email addresses in the Application and they confirmed these in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Landlords that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised them that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

### Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?
- Are the Landlords entitled to recovery of the Application filing fee?

### Background and Evidence

The Landlords explained the nature of the residential property to me, saying that it is a Strata apartment built in 1984. They said it was last renovated in 2018, with new flooring, carpeting, and painting throughout, just two years before the tenancy started.

The Landlords submitted a copy of the Parties' tenancy agreement, and in the hearing, they confirmed the following terms of that agreement. The fixed term tenancy started on January 1, 2020, ran to December 31, 2020, and then operated on a periodic or month-to-month basis. The tenancy agreement required the Tenant to pay the Landlords a monthly rent of \$950.00, due on the first day of each month. They confirmed that the Tenant paid them a security deposit of \$475.00, and a pet damage deposit of \$475.00. The Landlords said they still hold the deposits for this Application.

The Landlords said that the Parties conducted a condition inspection at the start of the tenancy, and a move-out inspection on the last day of the tenancy. They said they provided the Tenant with a copy of the condition inspection report ("CIR"). On the move-in CIR, the carpets in bedroom 1 were in good condition. However, on the move-out portion of the CIR, the bedroom 1 carpet had a "large yellow discoloration". The Tenant signed at the bottom of the CIR, indicating that she "agree[d] that this report fairly represents the condition of the property".

The Landlords submitted a monetary order worksheet with their claims, which we

reviewed in the hearing.

	Receipt/Estimate From	For	Amount
1	Carpet cleaner rental	Carpet cleaning	\$46.37
2	Carpet cleaner solvents	Carpet cleaning	\$50.36
3	Gas receipt, roundtrip to rent the cleaner	Transportation	\$40.00
4	Carpet replacement invoice	Carpet replacement	\$2,520.00
5	[Professional] Carpet cleaning	Prof. Carpet cleaning	\$150.00
		<b>Sub-total</b>	<b>\$2,806.73</b>
6	Less security deposit	Deposit	(\$950.00)
		<b>Total monetary order claim</b>	<b>\$1,856.73</b>

#### **#1 CARPET CLEANER RENTAL → \$46.37**

In the hearing, the Landlords told me the following:

On May 31, 2021, we noticed a stain in the bedroom that wasn't there when [the Tenant] moved in. She agreed to have us pay for a professional carpet cleaner - #5 below. We had new tenants move in on the same day. But when [the professional carpet cleaner] came on June 4, the new tenants complained about it smelling worse. So, items 1 to 3 relate to the new tenants' expenses – they cleaned more vigorously themselves, but it didn't resolve the issue; it just brought up more smell.

The Landlords submitted receipts for the carpet cleaner that was rented, which cost \$46.37.

#### **#2 CARPET CLEANER SOLVENTS → \$50.36**

I find that this purchase was necessary for attempting to clean the carpets. I note that the Landlords submitted a receipt for the amount claimed in this regard.

**#3     TRANSPORTATION – gas receipt – cleaner rental → \$40.00**

The Landlords explained this claim, saying that there is no place to rent a carpet cleaner in the town of the residential property. The Landlords had to travel to the nearest larger centre to rent this machine. The Landlords submitted a copy of a gas receipt for the amount claimed. They said this was the cost of gas for the trip to get the cleaner and then to return it.

**#4     CARPET REPLACEMENT → \$2,520.00**

This claim is out of order chronologically, as the Landlords also tried professional carpet cleaning before they replaced the carpets in the rental unit. However, the Landlords listed it in their monetary order worksheet out of order, and so I followed that pattern for consistency.

The Landlords said that they tried manually cleaning the carpet, but when that did not work they brought a professional carpet cleaner in. However, the new tenants still smelled the urine in the carpet after this effort; therefore, the Landlords decided that the only thing they could do is replace the carpet.

I asked them how they chose that vendor, and they said:

We had three quotes and we chose [this vendor], because they were able to do it the quickest, because we had tenants in there. It was also cost - they were all really competitive.

The Landlords submitted a carpet store receipt for the amount claimed in this matter.

**#5     PROFESSIONAL CARPET CLEANING → \$150.00**

The Landlords said that the Tenant agreed to pay for professional carpet cleaning on the move-out CIR, and that the carpets still smelled bad after the first cleaning attempt. The Landlords said they hired someone to attend the residential property to clean the bedroom carpet professionally. They submitted a receipt for the amount claimed for this item.

Analysis

Section 32 of the Act requires that a landlord maintain the rental unit in a state of

decoration and repair that complies with the health, safety, and housing standards required by law, and having regard to the age, character, and location of the rental unit, which make it suitable for occupation by the tenant.

Section 37 of the Act states that a tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the evidence before me, I find that the Tenant failed to comply with her obligation under section 37 of the Act to leave the rental unit reasonably clean and undamaged. I find that a pet urine stain that remains in spite of the carpet being cleaned manually and professionally, goes beyond normal wear and tear. I, therefore, find that the Tenant is responsible for the damage done in this case and the cost to restore it.

I find that the Landlord has proven the first two steps of the Test on a balance of probabilities.

**#1 CARPET CLEANER RENTAL → \$46.37**

I find that the Landlord has provided sufficient evidence to prove this claim on a balance of probabilities. I, therefore, award the Landlord with **\$46.37** from the Tenant for the carpet cleaner rental, pursuant to sections 37 and 67 of the Act.

**#2 CARPET CLEANER SOLVENTS → \$50.36**

I find that this purchase was necessary for attempting to clean the carpets, and I find that the Landlord has provided sufficient evidence to prove this claim on a balance of probabilities. I, therefore, award the Landlord with **\$50.36** from the Tenant for this claim, pursuant to sections 37 and 67 of the Act.

**#3 TRANSPORTATION – gas receipt – cleaner rental → \$40.00**

When I consider this matter, I note that it is consistent with common knowledge of people in this region that the distance between the residential property and the town where the carpet cleaner was rented is approximately a 20-minute drive. I also find that it is consistent with common sense and ordinary human experience that \$40.00 of gas would take a person farther than a 40-minute drive.

I find that the Landlords did not provide sufficient evidence to prove on a balance of probabilities that the Tenant should pay for this much gas in this set of circumstances.

Accordingly, I dismiss this claim without leave to reapply.

#### **#4 CARPET REPLACEMENT → \$2,520.00**

Policy Guideline #40 (“PG #40”) is a general guide for determining the useful life of building elements, and it provides guidance in determining damage to capital property. The useful life is the expected lifetime, or the acceptable period of use of an item under normal circumstances. If an arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant’s responsibility for the cost of the replacement.

In PG #40, the useful life of carpeting is ten years. The evidence before me is that the carpets were new in 2018, so they were three years old at the end of the tenancy and had seven years or 70% of their useful life left. The CIR indicates that the carpeting in bedroom 1 was in good condition at the start of the tenancy; however, at the end of the tenancy, the Parties agreed on the CIR that this carpet was stained with pet urine.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures to a rental unit, a claim for damage and loss is based on the depreciated value of the item and **not** based on the replacement cost. This reflects the useful life of fixtures, such as carpets, countertops, doors, etc., which depreciate all the time through normal wear and tear.

As such, I find that the Landlords are eligible for 70% of the cost to replace the carpet in bedroom 1. I, therefore, award the Landlords with **\$1,764.00** for this claim, pursuant to sections 37 and 67 of the Act.

#### **#5 PROFESSIONAL CARPET CLEANING → \$150.00**

I find that the Landlords took steps to clean the carpet themselves, and when that failed they had a professional cleaner try to do it. I find this demonstrates the Landlords’ attempt to mitigate this damage by finding a lower cost solution before obtaining new carpeting.

I find that the Landlords have provided sufficient evidence to prove this claim on a balance of probabilities. I, therefore, award the Landlords with **\$150.00** from the Tenant, pursuant to sections 37 and 67 of the Act.

Summary and Set Off

I find that this claim meets the criteria under section 72 (2) (b) of the Act to be offset against the Tenant's \$475.00 security deposit, and \$475.00 pet damage deposit in partial satisfaction of the Landlord's monetary claim.

	Receipt/Estimate From	For	Amount
1	Carpet cleaner rental	Carpet cleaning	\$46.37
2	Carpet cleaner solvents	Carpet cleaning	\$50.36
3	Gas receipt, roundtrip to rent the cleaner	Transportation	\$00.00
4	Carpet replacement invoice	Carpet replacement	\$1,764.00
5	[Professional] Carpet cleaning	Prof. Carpet cleaning	\$150.00
		<b>Sub-total</b>	<b>\$2,010.73</b>
6	Less security & pet deposits	Deposits	(\$950.00)
		<b>Total monetary order claim</b>	<b>\$1,060.73</b>

Given their success in this matter, the Landlords are also awarded recovery of their **\$100.00** Application filing fee, pursuant to section 72 of the Act.

The Landlords are awarded \$2,010.73 from the Tenant for this Application. The Landlords are authorized to retain the Tenant's **\$475.00** security deposit and the **\$475.00** pet damage deposit in partial satisfaction of these awards. I grant the Landlords a monetary order of **\$1,160.73** for the remaining amount owing by the Tenant to the Landlords, including the Application filing fee.

Conclusion

The Landlords are successful in their Application for compensation from the Tenant in this matter, as they provided sufficient evidence to meet their burden of proof on a balance of probabilities.

The Landlords have established a monetary claim of **\$2,110.73**, including recovery of the \$100.00 Application filing fee. I authorize the Landlords to retain the Tenant's full security and pet damage deposits of **\$950.00** in partial satisfaction of the claim. The

Landlord has been granted a Monetary Order under section 67 for the balance due by the Tenant to the Landlords of **\$1,160.73**.

This Order must be served on the Tenant by the Landlords and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 04, 2022

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Residential Tenancy Branch