



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bonavista Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL, FFL

Introduction

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

- a Monetary Order for damage, pursuant to section 67; and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

The tenant, the landlord's agent (the "agent") and the landlord's building manager attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

The agent confirmed the landlord's email addresses for service of this decision and order. The tenant requested a copy of this decision and order be sent to the home address on file. The tenant confirmed the address on file is correct.

Both parties agree that the landlord served the tenant with a copy of this application for dispute resolution via registered mail on September 17, 2021. The tenant confirmed receipt but could not recall on what date. I find that the tenant was served with this application for dispute resolution in accordance with section 89 of the *Act*.

Both parties agree that the landlord served the tenant with a copy of the landlord's evidence via registered mail on February 28, 2021. The tenant testified that he picked

up the registered mail package on or around March 7, 2021. The tenant testified that he had had time to review and respond to the landlord's evidence.

Section 3.14 of the Residential Tenancy Branch Rules of Procedure (the "*Rules*") state that evidence should be served on the respondent at least 14 days before the hearing.

In determining whether the delay of a party serving their evidence package on the other should impact that evidence's admissibility, I must determine if the acceptance of the evidence would unreasonably prejudice a party or result in a breach of the principles of natural justice and the right to a fair hearing. The principles of natural justice regarding the submission of evidence are based on two factors:

1. a party has the right to be informed of the case against them; and
2. a party has the right to reply to the claims being made against them.

In this case, the tenant testified that he had time to review and respond to the evidence contained in the landlord's evidence package. I find that the tenant was informed of the case against him and was able to review and respond to the evidence provided by the landlord. I accept the landlord's evidence package into evidence and find that the tenant was served with the landlord's evidence package in accordance with section 88 of the *Act*.

Both parties agree that the tenant did not serve any evidence on the landlord or upload any evidence for consideration.

Issues to be Decided

1. Is the landlord entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?
2. Is the landlord entitled to recover the filing fee from the tenant, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced

here. The relevant and important aspects of the tenant's and agent's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began in October of 2014 and the tenant moved out on July 26, 2021. Monthly rent was payable on the first day of each month. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The agent testified that at the end of the tenancy the tenant did not shampoo the carpet. This was not disputed by the tenant. The agent testified that the landlord hired a carpet cleaner to clean the carpet which cost \$126.00. A receipt for same was entered into evidence.

The tenant testified that the carpet was old and should have been replaced, not cleaned.

The tenant testified that the landlord sent him a letter dated August 4, 2021 seeking the \$126.00 for the carpet cleaning, but the landlord had not cleaned the carpets yet as shown by the receipt for the carpet cleaning dated August 19, 2021. The August 4, 2021 letter was entered into evidence.

The agent testified that the landlord uses the same carpet cleaner frequently and new in advance of the cleaning, the price that would be charged. The agent did not dispute that the August 4, 2021 letter seeking reimbursement was sent before the carpets were actually cleaned.

The tenant testified that the receipt entered into evidence by the landlord is for #M6, not the subject rental property. The receipt states:

Customer Name: [Landlord company]
Add: [subject rental property]
City: [subject rental city]

In the body of the receipt, it states:

[illegible] the moold #M6

The building manager testified that the carpet cleaners were hired to clean the subject rental property for \$126.00 as stated on the receipt. The building manager testified that while they were at the subject rental property, they also agreed to clean up another area but did not charge for it.

Analysis

Residential Tenancy Policy Guideline #1 (PG#1) states that at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

Pursuant to PG#1, I find that the tenant is responsible for the cost of carpet cleaning, even if the carpets are old, because the tenancy was over one year. I find that the receipt specifically lists the subject rental property as the property being cleaned. I accept the building manager's testimony that the carpet company also cleaned another area without charge and that this freebee was noted on the receipt.

I find the amount claimed for carpet cleaning to be reasonable. I accept the agent's testimony that the agent new of the cost to clean the carpets before the cleaning was done, because the landlord regularly uses the carpet cleaning company that was hired and was familiar with their rates. I find that the August 4, 2021 letter has no impact on the landlord's right to claim for the cost of cleaning the carpets as set out in PG#1.

Pursuant to section 67 of the *Act*, I award the landlord \$126.00 for carpet cleaning.

As the landlord was successful in this application for dispute resolution, I find that the landlord is entitled to recover the \$100.00 filing fee from the tenant, pursuant to section 72 of the *Act*?

Conclusion

I issue a Monetary Order to the landlord in the amount of \$226.00.

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this

Order, this Order may be filed in the Small Claims Division of the Provincial 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: March 18, 2022

Residential Tenancy Branch