



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for damages to the unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the cost of the filing fee.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on November 20, 2022, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Preliminary Issue

At the outset of the hearing, I informed the landlord that although the tenant and I share the same surname. That I have no relationship whatsoever with the tenant.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord stated they do not know when the tenancy commenced as they had purchased the property on October 1, 2021. Rent in the amount of \$950.00 was payable on the first of each month. The tenant paid a security deposit of \$475.00. The tenancy ended on October 31, 2021. The landlord stated that they gave the tenant unit until November 4, 2021, to vacate, as they were moving into the premises.

The landlord claims as follows:

a.	Carpet cleaner rental	\$88.75
b.	Cleaning 20hrs @\$15.20	\$304.00
c.	Carpet replacement	\$670.72
d.	Filing fee	\$100.00
	Total claimed	\$1,263.47

The landlord testified that the tenant had a pet and did not have the carpets shampooed at the end of the tenancy and the carpets were left dirty. The landlord seeks to recover the cost of the carpet cleaner rental and supplies in the amount of \$88.75. Filed in evidence are receipts and photographs which support the landlord's testimony.

The landlord testified that they had to spend 20 hours cleaning the rental unit, which also included the labour for cleaning the carpets, which they had to go over a few times. The landlord stated all the cupboards needed to be cleaned, the blinds and baseboards were dusty, all the appliances needed to be cleaned and pulled out to clean behind and the window and window tracks cleaned. The landlord stated it took them 20 hours to clean and seek to be compensated at the rate of \$15.20, based on minimum wage for a total of \$304.00. Filed in evidence are photographs which support the landlord's testimony

The landlord testified that even after they had cleaned the carpet, they still had a very strong odour, and the only option was to replace the carpet. The landlord stated that they believe the carpets were probably 28 years old. The landlord seeks to recover the cost of \$670.72.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation, or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I accept the undisputed testimony of the landlord that the tenant did not leave the rental unit reasonably clean. The tenant had a pet and did not have the carpets shampooed at the end of the tenancy. Under the Residential Tenancy Policy Guideline (the "PG") 1. Landlord & Tenant – Responsibility for Residential Premise the tenant is expected to steam clean or shampoo the carpets at the end of the tenancy, regardless of the length of tenancy if they had a pet. I find the tenant did not meet their obligation under the Act.

I accept the undisputed testimony of the landlord that the tenant did not clean the appliances, did not dust the blinds or baseboard, did not clean the cupboards, and did

not clean the window and window tracks. This is supported by the photographs submitted in evidence. Under PG 1 this was the tenant's responsibility and did not meet their obligation under the Act.

I find the landlords claim for the carpet cleaner, supplies and labour reasonable. Therefore, I grant the landlord \$88.75 for the rental of the carpet cleaner, and supplies and \$304.00 for labour in the total amount of **\$392.75**.

While I find it reasonable that the landlord would replace the carpet; however, the carpets were 28 years old and past their useful lifespan of 10 years as determined in P G 40. Therefore, I find the landlord is not entitled to recover the cost of replacing the carpet.

I find that the landlord has established a total monetary claim of **\$492.75** comprised of the above described amount and the \$100.00 fee paid for this application. I order that the landlord retain the security deposit of **\$475.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$17.75**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: June 21, 2022

Residential Tenancy Branch