



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding BELMONT PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL FFL

Introduction

This dispute relates to the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

1. \$361.10 monetary claim,
2. \$100 filing fee.

The parties attended the teleconference hearing and gave affirmed testimony. The parties were advised of the hearing process and were given the opportunity to ask questions about the hearing process during the hearing. A summary of the testimony and evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The tenants confirmed being served by the landlord and having had the opportunity to review the documentary evidence served upon them. The landlord confirmed that the tenants did not serve any documentary evidence upon them.

Preliminary and Procedural Matters

The parties confirmed that the security deposit has already been returned to the tenants. As such, I will not consider the security deposit further in this application.

The parties confirmed their respective email addresses. The parties confirmed their understanding that the decision would be emailed to both parties.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of a tenancy agreement was submitted in evidence. A fixed-term tenancy began on April 1, 2022 and converted to a month-to-month tenancy after March 31, 2023. Monthly rent was \$1,700 per month and was due on the first day of each month. The tenants vacated the rental unit on July 31, 2022.

The landlord's monetary claim of \$461.10 is comprised as follows:

1. Carpet cleaning of \$141.75
2. 4 days of overholding the rental unit of \$219.36 ($\$1,700/31 \text{ days} = \54.84×4)
3. Filing fee of \$100

Regarding item 1, the landlord submitted an invoice dated August 4, 2022 in the amount of \$141.75 and includes the rental unit address. The landlord referred to clause 24 of the tenancy agreement, which states the following:

24. CARPETS AND WINDOW COVERINGS. The tenant may not replace any window covering supplied by the landlord. At reasonable intervals the tenant must clean carpets and window coverings provided by the landlord, preferably by a professional company. Regardless of the length of the tenancy, if the carpets and/or window coverings were new or professionally cleaned at the beginning of the tenancy, the tenant must pay for their professional cleaning at the end of the tenancy.

Both parties were advised that professional carpet cleaning was not the standard required in RTB Policy Guideline 1, which I will address later in this decision. The condition listed on the Condition Inspection Report (CIR) was shown with a checkmark indicating "satisfactory" condition at both move-in and move-out.

Regarding item 2, the landlord has claimed \$219.36 for overholding the rental unit by the tenants, calculated at \$1,700 divided by 31 days = \$54.84 x 4 days). The tenants claimed they were not at the rental unit but did provide the rental unit keys to another tenant instead of the landlord. As a result, the parties were advised that the tenants breached the Act, which I will address later in this decision.

Analysis

Based on the documentary evidence presented, the testimony of the parties and on the balance of probabilities, I find the following.

Test for damages or loss

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. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did what was reasonable to minimize the damage or loss.

In the matter before me, the landlord bears the burden of proof to prove all four parts of the above-noted test for damages or loss.

Item 1 – RTB Policy Guideline 1, *Landlord & Tenant – Responsibility for Residential Premises* (Guideline 1) states the following under carpets:

3. The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, 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. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

As it indicates above, tenants will generally be held responsible for steam cleaning or shampooing the carpets after a tenancy of 1 year and this tenancy was only a total of 4 months. In addition, Guideline 1 does not require that it be done professionally. Therefore, I afford significant weight to the Condition Inspection Report (CIR) which supports that at the end of the tenancy, the checkmark supports “satisfactory” condition of the rental unit carpets and not in need of cleaning or dirty. Therefore, I find the landlord has failed to meet the burden of proof and I dismiss this item without leave to reapply due to insufficient evidence.

Item 2 – The landlord has claimed \$219.36 for 4 days of overholding in August 2022. I find the tenants admitted that they returned the rental unit keys to another tenancy versus the landlord. Therefore, I find the tenants breached section 37(2)(b) of the Act, which requires to tenants to do so. I find the tenant owes the landlord **\$219.36** as a result of this breach, which is calculated corrected under the Act.

As the landlord's claim was partially successful, I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100** pursuant to section 72 of the Act.

Based on the above, I find the landlord has established a total monetary claim of **\$319.36**. Pursuant to section 67 of the Act, I grant the landlord a monetary order for that amount owing by the tenants to the landlord.

Conclusion

The landlord's claim is partially successful. The landlord has established a total monetary claim of \$319.36. The landlord is granted a monetary order in that amount. This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord only for service on the tenant. The tenant is reminded that they can be held liable for all costs related to enforcement of the monetary order.

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: May 23, 2023

Residential Tenancy Branch