



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on May 4, 2012, Canada post tracking numbers were provided as evidence of service, the tenants did not appear.

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 tenants have has been duly served in accordance with the Act.

Issue(s) 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 tenancy began on August 18, 2011. Rent in the amount of \$875.00 was payable on the first of each month. A security deposit of \$437.50 was paid by the tenants. The tenancy ended on March 31, 2012.

The tenants vacated the property, however, the landlord has incurred additional costs to clean and repair the rental unit due to the condition it was left in by the tenants.

The landlord claims as follows:

a.	Cleaning carpets	\$50.00
c.	Labour for painting and supplies	\$284.20
g.	Filing fee	\$50.00
	Total claimed	\$528.60

The landlord's agent testified the parties participated in a move-in inspection and a move-out inspection. However, the tenants refused to sign the move-out inspection.

Carpet cleaning

The landlord's agent testified that the tenants had an unauthorized pet in the rental unit and as a result were required to have the carpets steam cleaned. The landlord's agent stated the tenants told her the carpets had already been steam cleaned, however, the tenants did not provide any proof of cleaning such as a receipt. The landlord's agent stated they paid \$112.00 to have the carpets steam cleaned, and are just seeking to recover \$50.00. Filed in evidence is a copy of the receipt.

Cleaning and materials

The landlord's agent testified the tenants did some cleaning, however, they were required to clean the stove, the top of the kitchen cabinets, the front of doors and the tub and shower stall and all floors. The landlord's agent stated it took six hours and the landlord paid \$134.40 for labour and \$10.00 for cleaning materials. The landlord seeks to recover \$144.40. Filed in evidence is a copy of the receipt.

Labour for painting and supplies

The landlord's agent testified the tenants unit was freshly painted in July 2011. The landlord's agent stated posters were hung on the walls and when removed by the tenants a sticky residue was left behind which caused damage to the walls. The landlord stated it also appeared that the tenants attempted to have the cablevision moved from one room to another as there were holes in the drywall close to the floor. The landlord's agent stated it took eight hours to patch and paint the drywall and the landlord paid \$179.20 for labour and \$105.00 for paint and material. The landlord seeks to recover \$284.20. Filed in evidence is a copy of the receipt.

Analysis

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

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and

- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the landlord has the burden of proof to prove a violation of the Act and a corresponding loss.

Carpet cleaning

Policy Guideline 1 states - The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged.

The evidence of the landlord was the tenants had an unauthorized pet. As the tenants did not provide any proof that they had carpets steamed cleaned as requested by the landlord, the landlord was obligated to steam clean the carpets. I find the landlord did suffer a loss do the actions of the tenant. The landlord paid \$112.00 to have the carpets steam cleaned, however, the landlord seeks to recover a portion of that amount in the amount of \$50.00. I find that amount to be reasonable. Therefore, I grant the landlord compensation for steam cleaning the carpets in the amount of **\$50.00**.

Cleaning and materials

The evidence of the landlord's agent was the tenants did some cleaning, however, they were still required to clean the stove, the top of the kitchen cabinets, the front of doors, the tub and shower stall and all floors. I find the landlord did suffer a loss do the actions of the tenants. The landlord paid \$144.40 for materials and labour to have the unit cleaned. I find that amount to be reasonable. Therefore, I grant compensation for cleaning and materials in the amount of **\$144.40**.

Labour for painting and supplies

The evidence of the landlord's agent was the tenant made holes in the drywall from what appeared to be an attempt to move the cablevision into another room. Also, a sticky substance was left on the walls from poster being hung which caused damage to the walls when removed. I find the landlord did suffer a loss do the actions of the tenants. The landlord paid \$284.20 for labour and materials to have the walls patched and painted. I find that amount to be reasonable. Therefore, I grant compensation for labour and painting supplies in the amount of **\$284.20**.

I find that the landlord has established a total monetary claim of **\$528.60** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlord retain the deposit and interest of **\$437.50** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$91.10**.

This order may be filed in the Provincial Court (Small Claims) 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: June 25, 2012.

Residential Tenancy Branch