



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on September 22, 2016 in accordance with Section 89 and this service was witnessed by a third party.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for cleaning of and damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord testified the tenancy began on June 2, 2016 as a month to month tenancy for the monthly rent of \$1,000.00 due on the 1<sup>st</sup> of each month with a security deposit of \$500.00 paid. The tenancy ended after the tenants vacated the rental unit by August 31, 2016.

The landlord submitted the tenants failed to clean the carpet in the rental unit as agreed to by the tenants as per the "Rules for Tenancy" document initialed by the male tenant and the landlord. In support of this claim the landlord submitted a copy of the Condition Inspection Report and an invoice in the amount of \$105.00. The invoice contains a notation that the bleach had stained the carpet in one of the bedrooms. The landlord also seeks \$30.00 for 1 hour of general cleaning of the unit.

The landlord seeks compensation for the replacement carpet in the bedroom in the amount \$360.00. In support of this claim the landlord relies on the Condition Inspection Report, several photographs of the damage, and an estimate from a carpet supplier.

The landlord seeks compensation for making repairs to a wall in the living room. In support of this claim the landlord again relies on the Condition Inspection Report, several photographs and a receipt from the person making repairs in the amount of \$100.00.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed evidence and testimony, I find the landlord has established the tenants failed to comply with their obligations under Section 37 to ensure the rental unit was left reasonably clean and undamaged except for reasonable wear and tear.

I am also satisfied the landlord has established that as result of his failure on the part of the tenants she has suffered a financial loss and she has established the value of that loss through her documentary evidence.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$695.00** comprised of \$30.00 cleaning; \$105.00 carpet cleaning; \$360.00 carpet replacement; \$100.00 wall repair and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$500.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$195.00**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 16, 2017

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Residential Tenancy Branch

