



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing and had opportunity to be heard.

Issue(s) to be Decided

Is the landlord entitled to deduct from the security deposit charges to which the tenants agreed in writing?

Is the landlord entitled to recover the entire cost of replacing a carpet?

Background and Evidence

The parties agreed that the tenancy began on July 1, 2007 and ended on June 30, 2008. The parties further agreed that the tenants paid a \$700.00 security deposit on June 22, 2007.

The landlord entered the condition inspection report into evidence which showed that the tenant agreed to the following deductions from the security deposit: \$25.00 in late payment fees, \$90.00 for suite cleaning and \$85.00 for carpet cleaning. The tenant testified that her husband signed the condition inspection report and agreed to the deductions with the understanding that it would be unnecessary to have a hearing to deal with the security deposit.

The tenants acknowledged that there was a burn mark in the living room carpet which was caused by them during the tenancy. The landlord testified that the carpet had been newly installed at the beginning of the tenancy and was just one year old when the tenancy ended. The landlord further testified that it was not possible to repair just the area where the burn had occurred because the carpet was a low pile berber with no

natural breaks, so a repair would have been very obvious. The landlord further testified that other marks on the carpet were found by the entryway and provided photographs of those marks. The tenant denied that the marks near the entryway were the responsibility of the tenants.

The landlord testified that the carpet cost \$2,500 to install in 2007 and provided a receipt to that effect. The tenant argued that the burn in the carpet did not cause the landlord to lose any rental income and further argued that the tenants should not be responsible for the full cost of replacing the carpet when it was a very small area which was damaged by the burn. The landlord stressed that a repair of just the areas that had been damaged would result in a carpet that was not uniform in appearance and argued that the carpeting in the entire rental unit, including the bedrooms had to be replaced in order to ensure that the carpeting was all the same colour with no visible breaks.

Analysis

I find that the tenants agreed to \$200.00 in deductions from the security deposit and that the landlord is entitled to retain \$200.00 from the security deposit in accordance with the tenants' agreement.

With respect to the claim for the replacement of the carpet, I find that the tenants caused both the burn mark in the living room and the smaller marks near the entryway. Residential Tenancy Policy Guideline 37 lists the useful life of carpets as 7 years. I find the negligence of the tenants has reduced the useful life of the carpets and diminished their value. However, I find that the tenants should not be responsible for the cost of replacing all of the carpet in the entire rental unit including the bedrooms. Rather, I find it reasonable to award the amount of the diminished value of the living room and entryway carpet. I find that \$500.00 will adequately compensate the landlord for the diminished value of the carpet and I award the landlord that sum.

Conclusion

The landlord has established a claim for \$700.00 and I find the landlord is also entitled to the cost of the \$50.00 filing fee paid to bring this application. I order that the landlord retain the deposit and interest of \$713.28 in partial satisfaction of the claim and I grant

the landlord an order under section 67 for the balance due of \$36.72. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 24, 2008.