



Dispute Resolution Services

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

DECISION

Dispute Codes: MND, MNDC, FF

Introduction

This matter dealt with an application by the landlord to seek a monetary order for damage to the rental property and to retain all or part of the security deposit to satisfy any claim. The landlord also seeks to recover the cost of the filing fee for this application.

Both parties appeared at the hearing, which was held via teleconference. I advised the parties that I would consider their written submission which had been received prior to this hearing, as well as their oral submissions at the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damages, and if so, in what amount?

Background and Evidence

This tenancy commenced in December 2007 and ended in July 2008. At the start of the tenancy, the landlord took a security deposit in the amount of \$450.00.

At the end of the tenancy, the landlord noted a burn mark on the carpet in the bedroom, which the tenant admitted had been caused by a light bulb contacting the carpet. At the

move out inspection, the tenant noted on the report that he agreed to pay for the cost of the carpet cleaning. The landlord's claim is that the entire carpet needs to be replaced due to the burn mark, and that the carpet was new in 2007.

The tenant has submitted photographs which show the burn to be isolated to one area near the wall and to be a bit larger than a two dollar coin is size. The tenant's evidence is that the burn can be repaired by taking a small portion from the closet area and patching the burn mark.

Analysis

The tenant at the move out inspection did agree to pay for the cost of the carpet cleaning, and I find that the amount as submitted by the landlord of \$105.00 to be reasonable.

In relation to the burn of the carpet, I find that the landlord is required to exercise the option of having the carpet patched and has indeed received a quote of \$90.00 for that repair. The patch will require the removal of some material from a closet area and as such I find that due to that removal for the patch, that the landlord is entitled to some depreciation of the overall carpet.

Conclusion

I find that the landlord is entitled to recover the \$105.00 for the cost of the carpet cleaning and a further \$200.00 for the patching and depreciation of the carpet. I also find that the landlord is entitled to recover the filing fee of \$50.00 for the cost of this application.

I order that the landlord may retain the amount of \$355.00 from the security deposit plus interest valued at \$455.57, and must return the balance of \$100.57 to the tenant within 15 days of receiving this decision.

Dated: October 7, 2008