



# 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 hearing dealt with an application by the landlord for a monetary order for damages to the rental unit. The landlord testified that he served the tenant with the application for dispute resolution and notice of hearing (the "Hearing Documents") by registered mail to the home at which the tenant is living. The tenant did not pick up the registered mail. The landlord also scanned the Hearing Documents and sent them by email and additionally sent documents by registered mail to the tenant's place of business, which documents were returned unclaimed. I find that although the tenant did not pick up the registered mail that was available for him at his home, he was properly served.

### Issue(s) to be Decided

Is the landlord entitled to recover the cost of cleaning and repairing damage to the rental unit?

### Background and Evidence

The landlord testified that the tenant vacated the rental unit in January 2008 and that the rental unit was left unclean and in disrepair. The rental unit was furnished and some of the furniture required repair as well as a patio door and a vacuum cleaner. The landlord testified that the tenant had two dogs which caused extensive, irreparable damage to a 10-year old carpet which he claimed was in excellent repair at the outset of the tenancy. The landlord provided invoices showing that \$968.39 was paid to a cleaning service for performing cleaning and repairs. The landlord further claimed for the \$579.20 cost of replacing the carpet and a \$15.00 charge for his agent to meet with the carpet vendor.

### Analysis

I accept the undisputed testimony of the landlord and find that the landlord is entitled to recover the \$968.39 paid for cleaning and repair services. Residential Tenancy Policy Guideline 37 identifies the useful life of a carpet as 7 years. I find that the carpet had expended its useful life and therefore find that the landlord cannot recover the full cost of replacement. As the carpet had outlived its useful life, I find that the landlord is entitled to recover \$50.00 as the cost of replacing the carpet. The landlord's claim for the time his agent spent meeting with the carpet vendor is dismissed. The landlord is also entitled to recovery of the \$50.00 filing fee paid to bring this application

### Conclusion

I find that the landlord has established a claim for \$1,068.39 and I grant the landlord an order under section 67 for that sum. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 29, 2008.