

## **DECISION**

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

### **Introduction**

This hearing dealt with a cross applications by the parties. The tenant applied for a monetary order for the amount of the security deposit and pet damage deposit, applicable accrued interest and double the deposits. The landlord applied for a monetary order for loss of income and costs incurred in addressing the damages.

### **Issues to be Decided**

Whether the tenant is entitled to a monetary order for the amount of the security deposit and pet damage deposit, applicable accrued interest and double the deposits?

Whether the landlord is entitled to a monetary order for loss of income and costs incurred in addressing the damages?

### **Background and Evidence**

On June 17, 2008, the landlord collected from the tenant a security deposit of \$425.00 and a pet damage deposit of \$200.00. The tenancy began on July 1, 2008. A monthly rent in the amount of \$850.00 was payable in advance on the first day of each month. On November 7, the tenant gave written notice to the landlord that she would be moving out on November 30. On December 15, the tenant reconfirmed her forwarding address with the landlord that was given to him earlier. On December 18, the tenant received a letter dated December 10, from the landlord explaining all of the deductions that were made against her security deposit and pet damage deposit. The letter concluded by stating that no amount from these deposits would be returned to the tenant due to the deductions.

## **Analysis**

Issue #1 – Whether the tenant is entitled to a monetary order for the amount of the security deposit and pet damage deposit, applicable accrued interest and double the deposits?

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit and pet damage deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit and pet damage deposit. I find that the tenancy ended on November 30, 2008, and that the tenant provided her forwarding address in writing on or before December 15. I further find that the landlord has failed to repay the security deposit and the pet damage deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing.

I find that the tenant has established a claim for the security deposit and pet damage deposit of \$625.00, applicable accrued interest of \$5.07, and double the base amount of the deposits in the amount of \$625.00, for a total of \$1255.07.

Issue #2 – Whether the landlord is entitled to a monetary order for loss of income and costs incurred in addressing the damages?

### **Loss of Income**

The landlord said that as a result of the tenant not providing the required notice to end tenancy, he was unable to re-rent the unit for December 1. Instead, he re-rented the unit for December 15. The landlord is claiming for loss of income for the period from December 1 to 15 in the amount of \$425.00. The tenant did not dispute the landlord's claim in this regard. I therefore allow a claim of \$425.00 for loss of income.

### Damage to Carpet

The landlord said that the tenant left a stain on the bedroom carpet that could not be removed. The tenant did not dispute that she had left such a stain.

The landlord is claiming 50% of the cost of replacing the damaged carpet. To support his claim, the landlord submitted two quotes. The landlord said that the amount of his claim is based on 50% of the lower quote of \$1368.48 which amounts to \$684.50. The landlord further explained that the carpet was only two years when the tenant moved in.

The tenant disputed the cost of replacing the damaged carpet. The tenant's representative said that he was in the renovation business and could have replaced the carpet for a lesser amount. He also said that he could provide quotes to show that the carpet replacement would cost a lesser amount. The tenant did not provide any documentary evidence to support her assertion as stated above. With respect to the age of the carpet, the tenant hand wrote on a document dated December 10, the comment: "carpet at least 10 to 12 years old". During the hearing, the tenant's representative said that he thought the carpet was 5 or 6 years old. The tenant gave no explanation for this inconsistency.

Based on the above, I find the landlord to have proven the cost of carpet replacement to be \$684.50 and I allow a claim for this amount.

### Additional Utility Charges

The landlord said that the tenant's boyfriends frequently stayed overnight and such stays had caused an increase in utility charges. The landlord is seeking recovery of these additional utility charges. Regulation 9(2) of Part 6 of the *Residential Tenancy Regulation* states that the landlord must not require any extra charge for overnight accommodation of guests. Accordingly, I dismiss the landlord's claim in this regard.

### Conclusion

Based on the above, I find that the tenant has established a claim of \$1255.07 as return of her security deposit, pet damage deposit, applicable accrued interest and double the base amount of the two deposits. I also find that the landlord has established a claim of \$425.00 as loss of income and \$684.50 as cost for carpet replacement. I grant the tenant an order under section 67 for the balance due of \$145.57. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 19, 2009.