



Dispute Resolution Services

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

INTERIM DECISION

Dispute Codes: MNR, MNSD, MNDC and FF

Introduction

This application was brought by the landlords seeking a Monetary Order for damages to the rental unit and recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance owed.

Despite being served with the Notice of Hearing, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issue(s) to be Decided

This matter requires a decision on whether the landlords have proven damages, that the tenants were responsible for those damages and that the amount claimed is the actual or appropriate cost of remedying the damages.

Evidence

This tenancy ran from June 1, 2007 to November 30, 2008. Rent was \$2,000 and the landlords hold a security deposit and a pet damage deposit of \$1,000 each.

During the hearing, landlords gave evidence that the tenants did not attend the move-out condition inspection scheduled for October 31, 2008. One of them returned on November 1, 2008 for that purpose while the new tenants were moving in, but she did not stay for the full inspection and did not sign the condition inspection report.

The landlords stated that the tenants had disclosed that they had two cats and one dog in the rental agreement, but later added another cat.

Claims and Analysis

The landlords submitted receipts and 60 photographs in support of their claims on which I find as follows:

Carpet cleaning - \$313.11. Though the rental agreement required that they tenants have the carpets cleaned at the end of the tenancy, they did not do so. Therefore, this part of the claim is allowed.

Carpet replacement - \$1,592.06. During the carpet cleaning, the cleaner advised that, due to soiling of the carpets by pets, it could not be cleaned and should be replaced in both the upstairs and down stairs living rooms. The landlord stated that the downstairs carpet was nearly new when the tenants moved in and the upstairs carpet was approximately 10 years old.

The landlords decided to replace both with lower grade carpets (\$19.95 per yard rather than \$49.95 per yard). The underlay was also ruined on both carpets and the installer advised that the sub floor had also been compromised and should be replaced. The landlords, attempting to mitigate costs, settled for it being treated with Kilz sealer. I find

that the landlords have made a considerable effort to contain costs for the tenants and I allow this claim in full.

Broken Bedroom Blind - \$61.60. The landlords gave evidence that the bedroom blind appeared to have been scorched by the tenants' iron and became brittle and broke. This claim is allowed in full.

Screen Door Repair - \$8.31. While the landlords did this repair themselves, apparently necessitated by the cats shredding the screen, they make this claim for the replacement screening. It is allowed.

Cleaning - \$240. Based on the photographic and verbal evidence given by the landlords, I find that their claim for 16 hours labour at \$15 per hour to be reasonable and allow this claim in full.

NSF Fee - \$25. The landlords gave evidence that the tenants' rent cheque for October 2008 was returned NSF and I allow this standard claim for administrative cost.

Filing Fee - \$50. As the landlords have succeed in their application, I find that they should recover the filing fee for this proceeding from the tenants.

Therefore, I find that the tenants owe the landlords an amount, including filing fee and authorization to retain the security and pet damage deposits, calculated as follows:

| | |
|------------------------------------------------------|------------------|
| Carpet cleaning | \$ 313.11 |
| Carpet, underlay replacement and sealer | 1,592.06 |
| Bedroom blind replacement | 61.60 |
| Screen door repair | 8.31 |
| Cleaning costs | 240.00 |
| NSF fee | 25.00 |
| Filing fee | <u>50.00</u> |
| Sub total | \$2,290.08 |
| Less security and pet damage deposits @ \$1,000 each | - 2,000.00 |
| Less interest (June 1, 2007 to date) | - 47.85 |
| TOTAL | \$ 242.23 |

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$242.23, for service on the tenants.

February 3, 2009.

Dispute Resolution Officer