



Dispute Resolution Services

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

DECISION

Dispute Codes: MNSD, MND and FF

Introduction

This application was brought by the landlord 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 deposit in set off against the balance owed.

Issue(s) to be Decided

This matter requires a decision on whether the landlord has proven damages, that the tenant was responsible for those damages and that the amounts claimed are the actual or appropriate cost of remedying the damages.

Evidence, Claims and Analysis

This tenancy ran from March 1, 2005 to January 31, 2009. Rent was \$1,924 per month and the landlord holds a security deposit of \$925 paid on March 1, 2005..

During the hearing, the landlord gave evidence, supported by photographs and receipts of damage to the rental unit.

The tenant gave notice in mid December, initially intending to end the tenancy on January 15, 2009 and suggesting that the security deposit would cover the half-month's rent. However, after having been corrected by the landlord and seeking the advice of the branch on a tenant's obligation on giving notice, he acquiesced and paid the full rent for January on the 15th of the month.

As a result of some disagreement between the parties, though he had departed earlier, the tenant advised landlord that he did not consent to the landlord taking possession until the end of the tenancy on January 31, 2009. However, the landlord did occupy the rental unit for the purposes of effecting repairs during the latter part of the month.

The landlord claims and I find as follows:

Replacement of Carpets - \$1,500. As verified by receipt, the landlord seeks \$1,500 of his actual cost of \$3,045 of replacing the carpets in the rental unit; a cost he said was necessitated by general staining illustrated by photographic evidence. The landlord stated that the carpets were approximately 13 years old.

The tenant stated that the carpets were in poor condition when he moved in, evidenced by his pleadings with the landlord to replace them with hardwood. He stated that he had the carpets cleaned ever six months and they appeared satisfactory when he left, although the landlord believed the staining reappeared after the tenant left when they dried.

Residential Tenancy Guidelines and standard depreciation tables set the useful life of carpets at 10 or more years. I find that the carpets had some useful life left and

replacement was hastened by the staining. Taking into account reasonable depreciation and reasonable wear and tear, I allow \$500 on this part of the claim.

Vertical blinds - \$600. The landlord stated that he had to replace the blinds at the end of the tenancy as the weighting pieces had fallen through the fabric. Actual receipted replacement cost was \$1,150 and he seeks \$600, an amount equal to the costs of previous cleaning and approximately half the replacement cost. The tenant stated that the blinds faced a south western exposure and deterioration was due to the sun. I depreciate the blinds further than did the landlord, but I find that the tenant owed a duty to the landlord to report their condition in a more timely manner to permit a solution while the tenancy was current. I allow \$300 on this part of the claim.

General Cleaning - \$200. The landlord claims this amount for general cleaning at the end of the tenancy. The tenant stated that his bi-weekly cleaning lady had done the work but acknowledged one hour of the bill for detailed cupboard cleaning. He stated that the additional cleaning was needed as a result of the maintenance work the landlord did after he had moved, but before he had authorized the landlord to take possession. I find that the landlord derived value from having taken possession early, and I find merit in the tenant's position on this question. This part of the claim is dismissed.

Intercom repair - \$75. The landlord claims the tenant called a service company to repair the intercom. The tenant stated that he thought the problem properly belonged to the strata corporation and advised the strata manager accordingly. He said he made no direct contact with the service provider while the landlord stated he had been presented with a much larger bill which he had declined to pay as he had not authorized the work. I am unable to ascertain for certain which version is the correct one, but, given that the landlord will have derived the necessary benefit of the working intercom, I dismiss this portion of the claim.

Damaged panel on the remote air conditioner - \$263.94. I find that this damage occurred while the air conditioner was in the care of the tenant and I allow this portion of the claim in full.

Remote control for door - \$50. The tenant concurs with this claim and it is allowed in full.

Filing fee - \$50. I find that the landlord contributed to this dispute by not providing the tenant with a final written notice for the condition inspection report as required by section 35 of the *Act*. Therefore, I find that the parties should equally split the filing fee for this proceeding.

Therefore, I find that the tenant owes the landlord an amount, including filing fee and authorization to retain the security deposit in set off, calculated as follows:

Replacement of carpets	\$ 500.00
Replace of vertical blinds	300.00
Repair of air conditioner	263.94
Remote control for door	50.00
Half of filing fee	<u>25.00</u>
Sub total	\$1,138.94
Less retained security deposits	- 925.00
Less interest (March 1, 2005 to date)	- 32.74
TOTAL	\$ 181.20

Thus, the landlord is authorized to retain the security deposit and interest in set off and, in addition, 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 \$181.20, for service on the tenant.

April 15, 2009.

Dispute Resolution Officer