



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

MND, MNSD, & FF

Introduction

This hearing dealt with cross applications by the parties. The landlord is seeking to retain the tenant's security deposit plus interest against damage caused to the carpets and the tenant is seeking the return of her security deposit. Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

Issues(s) to be Decided

Has the landlord established a monetary claim due to damage to the carpet of the rental unit?

Background and Evidence

This tenancy began on June 1, 2008 for the monthly rent of \$430.00 and a security deposit of \$215.00 paid on May 15, 2008. The tenancy ended effective January 31, 2009. No written conditions were conducted.

The landlord is seeking compensation due to a burn mark in the carpet. The landlord submits as a result of the burn the carpet must be replaced at the cost of \$244.56. The tenant does not deny causing the burn to the carpet but disputes that the carpet has to be replaced and believes that the landlord is only entitled to compensation of \$40.00 due to the damage.

The landlord indicated that the carpet is approximately seven (7) years old.

Analysis

I do not accept the landlord's argument that the carpet must be replaced due to the small burn in the carpet. The landlord did not provide any evidence to persuade me that replacement is necessary and provided no evidence of cost to repair the carpet. The landlord has the duty to mitigate his loss or damage and I find it is not reasonable to charge the tenant for replacing the carpet.

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I accept the tenant's evidence that she caused the burn in the carpet. As I have no evidence to establish the cost to repair the carpet, I have assessed the value of the damage to the carpet. As the carpet is seven (7) years old and the replacement cost is \$244.56 I find that the current value of the carpet after depreciation is \$74.00 and as the burn is in an area that could potentially be more visible I award the landlord \$50.00 due to the damage to the carpet.

I Order that the landlord may recover this sum from the tenant's security deposit plus interest of \$217.04, leaving a balance of \$167.04. I find that both parties must bear their own cost to file this application.

I grant the tenant a monetary Order for the sum of **\$167.04** representing the remaining portion of her security deposit plus interest.

Conclusion

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Both parties were partially successful. The tenant has been awarded a monetary Order for the return of the remaining sum of her security deposit plus interest.

Dated: August 17, 2009.

Dispute Resolution Officer