



# Dispute Resolution Services

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

## Decision

Dispute Codes: MND, MNDC, MNSD, FF

## Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

## Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

## Background and Evidence

The parties agreed that the tenancy began in or about December 2003 and that a \$1,500.00 security deposit was collected at that time. The parties further agreed that the carpets in the rental unit were replaced in or about September 2005. The tenants were able to secure carpets at a discount and while the landlord paid for the carpets, the tenants oversaw the installation of the carpets. The tenancy ended in April 2009 and on May 1, 2009 the parties completed a condition inspection report. The report showed that there were numerous stains on the carpets. The landlord provided photographs showing stains on the carpets as well as one area in which the carpet was badly frayed. The landlord testified that some of the stains on the living room carpet were from dog urine, which was not disputed by the tenant. The landlord testified that the carpet was inspected by a company which specialized in dyeing stains, but that the company advised that using a dye process on these stains would not be successful. The landlord presented a professional estimate of \$4,400.00 to replace the carpet on the main floor in which the estimator indicated that the carpet in the living room, dining room, hall and landing all required replacement due to urine stains and shredding.

The landlord also sought to recover \$164.85 as the cost of clearing a plugged bathtub

drain. The tenants do not dispute that they are liable for this cost.

### Analysis

As the tenants have not disputed the cost of clearing the plugged drained, I award the landlord \$164.85 for that cost.

As for the carpet, I find that the tenants caused damage to the carpet and that carpet in the living room, dining room, hall and landing require replacement. I do not accept the tenants' argument that because they oversaw the installation of the carpet in 2005 and were able to procure carpet at a discount at that time that they should not be held liable for damage caused by them. At the time the carpet was replaced it was open to the tenants to negotiate some sort of remuneration with the landlord, but apparently they chose not to do so. The fact that their procurement of the carpet and oversight of its installation saved the landlord money does not absolve them of liability for causing damage to the carpets. Carpets have a useful life of 10 years. I find that the tenants deprived the landlord of 3 ½ years of life of the carpet. I find that the landlord is entitled to recover 65% of the cost of replacing the carpets and I award the landlord \$2,860.00.

The landlord is awarded a total of \$3,074.85 which represents \$164.85 for plumbing, \$2,860.00 for carpet and the \$50.00 filing fee paid to bring this application. I order that the landlord retain the security deposit and interest of \$1,553.08 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance of \$1,521.77. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for \$1,521.77.

Dated August 26, 2009.