

## **DECISION**

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

This hearing dealt with an application by the landlords for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The tenancy started on October 1, 2008. On the same day, the landlords collected from the tenants a security deposit in the amount of \$687.50. The tenancy ended on May 31, 2009. A move in condition inspection and report were completed by both parties on October 1, 2008 and a move out condition inspection and report were completed by both parties on June 1, 2009.

Both parties agreed that the tenants had caused 5 large orange stains in the middle of the living room carpet. The landlords said that after the tenancy ended, they had the living room carpet re-cleaned but the stains would not come out. The landlords are therefore seeking recovery of these costs incurred in addressing damages to the living room carpet: \$78.75 for cleaning and \$2031.33 for replacement. To support their claim, the landlords submitted 1) an invoice dated June 5, 2009 from a carpet cleaning company for the amount of \$78.75 and 2) a quote dated June 9, 2009 from a carpet company for replacing the living room carpet for the amount of \$2031.33. The tenants disputed the need to replace the living room carpet and said that the quoted replacement cost was too high.

### **Carpet Cleaning**

I note that the carpet cleaning receipt indicates that only the living room area was cleaned. I find the cost of \$78.75 for cleaning the living room carpet to be reasonable and I allow a claim for this amount.

### **Carpet Replacement**

I have considered the photos submitted by the landlords that show several large orange stains in the middle of the living room carpet. The tenants did not dispute the landlords' testimony that some of these stains were as long as 5 inches. Based on the above, I find that the landlords have proven the need to replace the living room carpet. As for the cost of replacement claimed by the landlords, I have considered the followings. 1) I have accepted the landlords' testimony that the carpet was replaced in 2006 and therefore the carpet is 3 years old. 2) The move in condition inspection report indicates that when the tenants moved in, there were existing slight stains and sun bleaching on the living room carpet. 3) There are no comparables submitted to support the cost of replacing the living room carpet as only one quote was submitted. Based on these considerations, I find reasonable to allow 50% of the claim for the amount of \$1015.66.

Based on all of the above, I find that the landlords have established a total claim of \$1094.41. The landlords are also entitled to recovery of the \$50.00 filing fee. I order that the landlords retain the security deposit and interest of \$690.05 in partial satisfaction of the claim and I grant the landlords an order under section 67 for the balance due of \$454.36. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 17, 2009.