

## **DECISION AND REASONS**

**Dispute Codes:** OPR, MNR, MNSD, MND, FF

### **Introduction**

This hearing dealt with two applications, both made by the Landlord pursuant to the *Residential Tenancy Act*. The landlord made the first application for an order of possession and a monetary order for unpaid rent and for the filing fee. The tenant moved out on September 14, 2009 and the landlord made a second application for the cost of repairs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his monetary claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Since the tenant moved out on September 14, 2009, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for unpaid rent, cost of repairs, cleaning, filing fee and to retain the security deposit.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover unpaid rent, cost of repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on February 01, 2009 and ended on September 14, 2009. The monthly rent was \$1,500.00. The tenant paid a security deposit in the amount of \$750.00.

The tenant failed to pay rent for August and September, 2009. The tenant entered into an agreement with the owner and filed a copy of this agreement. The owner agreed to allow the tenant to pay rent up to September 14 instead of rent for the full month of September. Accordingly, the tenant owes the landlord \$2,250.00 in unpaid rent.

Both parties agreed that the carpets and painting was done sometime prior to the start of the tenancy. The carpet was worn out. The property manager was unable to provide any information regarding the age of the carpet but stated that it was in a fairly good

condition, at the start of the tenancy. He estimated the carpet to be five to eight years old and stated that at the time the tenant moved out, it was full of burn holes and stains and needed to be replaced. The tenant argued that the carpet was old and in poor condition at the start of the tenancy.

The landlord also stated that the tenant smoked inside the unit which resulted in stains on the ceilings. In addition, the landlord stated that the walls needed repair prior to painting. The tenant stated that he had not caused damage to the walls other than normal wear and tear. The landlord did not know when the unit was last painted.

The landlord filed receipts for costs incurred for painting, carpet replacement, cleaning and for the replacement of a window and a door.

The landlord is claiming the following:

1.	Rent for August and September	\$3,000.00
2.	Carpet Replacement	\$3,065.51
3.	Painting	\$3,543.75
4.	Cleaning	\$191.00
5.	Replace window	\$153.44
6.	Replace door	\$94.01
7.	Filing fee for both applications	\$150.00
	Total	<b>\$10,197.71</b>

## **Analysis**

### **Rent:**

Pursuant to a mutual agreement between the owner and the tenant, the owner has agreed to accept \$2,250.00 as unpaid rent.

### **Carpet Replacement:**

The property manager was unsure of the age of the carpet and estimated that it was no more than eight years old. Section 37 of the *Residential Tenancy Policy Guideline* provides information on the approximate useful life of work done or an item purchased. According to this guideline the useful life of a carpet is ten years. Therefore, the approximate useful life of the carpet at the end of the tenancy would be estimated to be

two years. I will award the landlord the value of the useful life of the carpet that was not available to the landlord due to the damage done to the carpet during the tenancy. Accordingly, I award the landlord \$600.00 towards the cost of replacing the carpet.

Painting:

The landlord stated that the walls needed repair and paint at the end of the tenancy. He did not provide any evidence by way of photos and was unable to testify regarding the date that the rental unit was last painted. The tenant argued that the damage was normal wear and tear and that the unit needed to be painted at the start of the tenancy. The tenant agreed that the co-tenant smoked inside the unit and therefore was willing to pay for painting the ceiling of the unit. As per the invoice, the cost to paint the basement ceiling was \$200.00. The tenant agreed to pay a total of \$400.00 towards painting the ceiling of the entire rental unit.

Cleaning:

The tenant agreed to pay \$191.00 for cleaning.

Replace door and window:

The tenant agreed that the window was broken during the tenancy and that there was damage to the door. The landlord has filed invoices for costs incurred to fix the damage. I find that the tenant is responsible for \$153.44 to fix the window and \$94.01 to fix the door.

Filing fees:

The landlord has proven most of his claim. However, it was not necessary for the landlord to make two applications. Therefore I award the landlord \$50.00 which is the filing fee for one application.

Over all, the landlord has established a claim for the following:

1.	Rent for August and September	\$2,250.00
2.	Carpet Replacement	\$600.00
3.	Painting	\$400.00
4.	Cleaning	\$191.00
5.	Replace window	\$153.44

6.	Replace door	\$94.01
7.	Filing fee for both applications	\$50.00
	Total	<b>\$3,738.45</b>

I order that the landlord retain the security deposit of \$750.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,988.45. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order for **\$2,988.45**

Dated November 24, 2009.

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Dispute Resolution Officer