



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on November 23, 2009 but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$1907.58 and a request to retain the full security deposit plus interest towards that claim.

Background and Evidence

The applicant testified that:

- The tenants left the rental unit in a very dirty condition and as a result the landlord had to have the carpets professionally cleaned, did three days of cleaning herself, and had professional cleaners come in as well.
- Even though they were professionally cleaned, the carpets still have a very strong urine odour that will not come out, and may have to be replaced.
- The tenants failed to return the keys to the rental unit and she had to replace the locks and keys.
- The tenants failed to inform her of a leak underneath the kitchen cabinets and as a result the cabinets and countertop were damaged beyond repair and had to be replaced.

The applicant is therefore requesting an order as follows:

Carpet Cleaning	\$131.25
Locks and keys	\$29.96
Replace and install cabinets	\$1594.14
Photocopy evidence	\$18.13
Additional photocopy evidence	\$9.10
Filing fee	\$50.00
Total	\$1907.58

Analysis

Cleaning

It is my finding that the landlord has shown that the rental unit was left in need of substantial cleaning, and therefore I allow the claims for cleaning and carpet cleaning.

Total allowed for cleaning-- \$206.25

Locks and Keys

If tenants fail to return keys to the rental unit then they are liable for the cost of changing the locks and supplying new keys and therefore I also allow this portion of the claim.

Amount allowed-- \$29.96

Replace and install cabinets

It is also my finding that the landlord has shown that the cabinets and counters in the rental unit were damaged beyond repair due to the negligence of the tenants in failing to report a leaking drain and therefore I allow a portion of the claim for replacing and installing cabinets. I will not allow the full amount because the cabinets were 11 years old and therefore I must take normal depreciation into consideration.

Life expectancy of kitchen cabinets and counters is 25 years, and therefore these cabinets should have lasted another 14 years. I will therefore allow 14/25's or 56% of the claim.

Amount allowed for cabinets-- \$892.72



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Photocopying of evidence

This is considered a cost of the dispute resolution process and I have no authority to award costs other than the filing fee and therefore I will make no order for photocopying costs.

Filing fee

I will allow the claim for the filing fee, as the landlord has established a substantial claim against the tenants.

Filing fee-- \$50

Conclusion

I have issued an order for the respondent to pay \$1170.93 to the landlords.

Section **72** (2) of the Residential Tenancy Act states:

If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

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*.

Dated: January 08, 2010.

Dispute Resolution Officer