

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This was an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the award. The hearing was conducted by conference call. The landlord and the tenant participated in the hearing.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent, utilities and repairs to the rental unit and if so in what amount?

### Background and Evidence

The rental property is a duplex. The tenancy began in June, 2008. Monthly rent was \$1,400.00 due in advance on the first of each month. The tenant paid a security deposit of \$700.00 and a pet deposit of \$700.00 in May, 2008. The tenancy ended on January 18, 2010.

The landlord has claimed \$812.88 for unpaid rent for January on a per diem basis for 18 days. She claimed for unpaid water utilities in the amounts of \$720.20 and \$119.32.

The tenant does not dispute these claims.

The landlord has claimed amounts for damage to the rental unit including cleaning and replacement costs. The landlord testified that when the tenancy ended the carpets in the rental unit were dirty and soiled with pet urine. The landlord hired a professional carpet cleaner who succeeded in cleaning some of the carpets, but it was his opinion that the carpet in the living room and the dent could not be cleaned because they were stained with pet urine and wetting the carpets would only make matters worse by soaking into the underlay. The landlord testified that she priced replacement carpet and

found that installing laminate flooring was a cheaper alternative. The tenant has purchased laminate flooring at a cost of \$1,266.17. She intends to install the flooring at her own expense and has claimed against the tenant for the cost of the flooring materials. Portions of the carpet in the rental unit were installed in 2007 and were near new when the tenancy commenced. Carpet in the den was five years old. The landlord said that the carpet in the living room was 10 years old, but apart from some localized fraying it was in good shape. The tenant testified that the living room carpet was worn and stained when the tenancy began and that it was not good quality carpet. She denied that her pets had urinated on the carpet. The tenant said she was prevented from cleaning the carpets because the landlord insisted that she move out before the end of the month. The tenant submitted that wear and staining of the carpets was normal wear and tear, bearing in mind that she had small children living in the rental unit.

#### Analysis and Conclusion

I allow the landlord's claim for unpaid rent and water utilities in the total amount of \$1,652.40. I allow the claim for carpet cleaning in the amount of \$89.25 and I allow the claim for damaged curtains in the amount of \$49.94. With respect to the claim for flooring replacement, I allow only a portion of the claim. I find that the tenant's pets did damage the carpet, but I note that the carpet in the living room was not new; I accept the tenant's evidence that it was in less than pristine condition at the beginning of the tenancy. I find that the landlord would have had to replace it, or would wish to replace it at the end of the tenancy even if it was not further damaged during the tenancy. I award the landlord the sum of \$600.00 for floor replacement for areas of the rental unit excluding the living room.

The total award to the landlord is the sum of \$2,391.59. The landlord is entitled to recover the \$50.00 filing fee for this application for a total claim of \$2,441.59. I order that the landlord retain the deposits and interest in the amount of \$1,413.25 and I grant the landlord an order under section 67 for the balance, namely: the sum of \$1,028.34.

This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: April 14, 2010.

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