

DECISION

Dispute Codes MND, MNSD, FF

Introduction

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. Both parties participated in the conference call hearing.

Issues to be Decided

Are the landlords entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on December 1, 2008 and ended on January 31, 2010 and that the tenants paid a \$595.00 security deposit on November 1, 2008. The parties further agreed that the tenants created a stain in the living room carpet of the rental unit during the tenancy.

The landlords testified that the carpet was 5 years old and provided a statement from Burritt Bros. Carpets confirming that the carpet had originally been purchased from them. The landlords further provided an estimate from that same company which estimated the cost of replacement the carpet in the living room, dining room and hallway at \$1,883.61.

The tenants testified that they attempted to remove the stain with a carpet cleaning machine that they rented, but were unsuccessful. The tenants argued that the landlords had not fully explored the option of professionally removing the stain and further argued that the landlord had obtained an estimate to replace the carpet in 3 rooms rather than just the room in which the stain was present. The tenants presented photographs which showed that the carpet in the bedroom was a different shade than the carpet the landlords wish to replace.

Analysis

I find that the tenants created a stain in the living room carpet. While the stain is confined to one room, the photographs provided by the tenants showing that the carpet appears to be continuous from the living room into the next room. While the shade of the carpet in the bedroom is different, the landlords are not seeking to visit the cost of bedroom carpet on the tenants. I find that the tenants had the opportunity to professionally clean the carpets at the time the stain was created in order to maximize the possibility that the stain could be removed while still fresh, but chose not to do so. I find that as the tenants have unsuccessfully attempted to remove the stain prior to the end of the tenancy, the landlords do not bear a further obligation in that regard. I find that the decision of the landlords to replace the carpet is justified. I find that the landlords' decision to use the same supplier that originally installed the carpet to be reasonable. The landlords are not entitled to recover the replacement cost of the carpet, but are limited to claiming what was lost, which was a 5 year old carpet. The landlords claim that the carpet has a 15 year lifespan. However, Residential Tenancy Policy Guideline #37 identifies the useful life of carpets as 10 years. I find that the tenants deprived the landlords of half of the useful life of the carpet and therefore award the landlords \$941.81, which is one half of the cost of replacing the carpet. I find that the landlords are entitled to recover the filing fee paid to bring their application and I award them \$50.00.

Conclusion

The landlords have been awarded a total of \$991.81. I order the landlords to retain the \$595.00 security deposit and the \$1.49 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlords a monetary order under section 67 for the balance due of \$395.32. This order may be filed in the Small Claims division of the Provincial Court and enforced as an order of that Court.

Dated: May 05, 2010
