



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNR, OPR, MNSD, MND, MNDC, OPC, CNC, FF*

Introduction

This hearing dealt with applications by both the Landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and a monetary order for unpaid rent, cost of cleaning and repairs and the filing fee. The tenant applied for an order to cancel the notice to end tenancy.

Despite having applied for dispute resolution, the tenant did not attend the hearing. Therefore the tenant's application is dismissed without leave to reapply. This hearing only dealt with the landlord's application. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Since the tenancy has ended, the landlord's application for an order of possession is no longer necessary. Therefore, this hearing only dealt with the landlord's application for a monetary order.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, the cost of cleaning and repairs and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on September 01, 2009. The rent was \$800.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$400.00.

On July 14, the landlord served the tenant with a one month notice to end tenancy for cause. The effective date of the notice was August 31, 2010.

The tenant moved out on July 31 and promised to return to clean up the unit. The landlord made arrangements to conduct a move out inspection on August 03. Upon arrival at the unit, the landlord found a nasty note taped to the refrigerator and the keys to the rental unit, on the kitchen counter top. The note directed the landlord to clean the unit himself and send the balance of the security deposit to a forwarding address. The landlord filed a copy of this note.

The landlord also filed a copy of the move out inspection report and photographs of the condition of the unit as left by the tenant. The photographs depict the unit in a messy state with a stained carpet full of cigarette burn marks. The landlord attempted to have the carpet cleaned before deciding to replace it.

The landlord is claiming rent for August (\$800.00), cleaning costs (\$200.00) and cost to replace the carpet (\$2,116.83). The landlord has filed evidence to support his monetary claim.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. I find that the tenant owes for rent (\$800.00) and has caused irreparable damage to the carpets. The tenant also left the unit in a dirty condition and is responsible for the cost of cleaning (\$200.00).

Section 37 of the *Residential Tenancy Policy Guideline* addresses the useful life of an item. Based on this guideline the useful life of a carpet is ten years. Since the carpet in the rental unit was approximately five years old, I find that the useful life left was five years. Accordingly I find that the landlord is entitled to half the cost of replacing the carpet (\$1,058.41).

Since the landlord has proven his claim, he is also entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$2,108.41. I order that the landlord retain the security deposit of \$400.00 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 \$1,708.41. 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 **\$1,708.41**. The tenant's application is dismissed in its entirety.

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: August 27, 2010.
