



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes FF, MND, MNR, MNSD, MNDC

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 and his witness the opportunity to testify at the hearing.

The respondents were served with notice of the hearing by hand on April 27, 2010, 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 \$3645.92, a request that the respondents bear the \$50.00 cost of the filing fee paid for the application for dispute resolution, and a request that the applicant be allowed to keep the full security deposit plus interest towards this claim.

Background and Evidence

The applicant testified that:

- When the tenants moved into the rental unit, the unit was in good condition and the checklist that was filled out at the time listed everything in either good or okay condition.

- When the tenants moved out of the rental unit they left the unit in an extremely dirty condition, they left a large amount of garbage and junk behind, and they left extensive damages to the rental unit.
- The tenants also have \$220.00 in rent outstanding from February of 2010 which has never been paid, and the tenants also owed for NSF cheque fees of \$25.00 each, for a total of \$100.00
- The total cost to clean and repair the unit was \$ 3325.92, which includes 42.5 hours of labour.
- The carpets in the rental unit were between seven and 10 years old, and the linoleum was approximately 10 years old.

Analysis

It is my decision that the landlord has met the burden of proving the majority of the claim. The landlord and the witness have provided ample evidence to show that this rental unit was left in deplorable condition.

I therefore allow the full amount claimed for rent and NSF cheque charges, and I allow the majority of the claim for cleaning and repairs however since the carpets were between 7 and 10 years old and the linoleum was at least 10 years old I will only allow a small portion of the claim for replacing the flooring.

The estimated average life for flooring is approximately 10 years, and therefore the linoleum is considered to be completely depreciated and of no value and I will not allow the claim for replacing the linoleum.

I will allow 20% of the cost of replacing the carpets and since the carpets cost \$1800.00 I will allow \$360.00 for the carpet replacement.



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Therefore the total amount I have allowed is as follows:

February 2010 rent outstanding	\$220.00
Cleaning and repairs	\$2722.07
Filing fee	\$50.00
Total	\$3092.07

Conclusion

I have allowed \$3092.07 of the claim and therefore the landlord may retain the full security deposit plus interest (\$440.04), and I have issued an order for the respondents to pay \$2652.03 to the applicant.

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: September 07, 2010.

Dispute Resolution Officer