



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damages; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant with the initials "S.T." via registered mail at the service address noted on the Application, on May 14, 2010. The service address was provided to the Landlord by the Tenants at the end of the tenancy. The Landlord submitted a copy of an envelope that was addressed to the Tenant. Documentation on the envelope indicates that the envelope was sent by registered mail and was unclaimed by the recipient. In the absence of evidence to the contrary, I find that these documents were served to this Tenant in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant with the initials "D.D." via registered mail at the service address noted on the Application, on May 14, 2010. The service address was provided to the Landlord by the Tenants at the end of the tenancy. The Landlord submitted a copy of an envelope that was addressed to the Tenant. Documentation on the envelope indicates that the envelope was sent by registered mail and was unclaimed by the recipient. In the absence of evidence to the contrary, I find that these documents were served to this Tenant in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for damage to the carpet; retain all or part of the security deposit paid by the Tenants; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord stated that the Tenants entered into a tenancy agreement for this rental unit, which began on May 01, 2009 and ended on April 30, 2010. He stated that the Tenants paid a security deposit of \$725.00 on May 01, 2009 and a pet damage deposit of \$20.00 at some later point in the tenancy.

The Agent for the Landlord stated that the carpet in the rental unit was four years old at the beginning of the tenancy and was in good condition. He stated that at the end of the tenancy it was stained in several places and had been burned by an iron. The Landlord submitted photographs that show stains and a burn mark on the carpet.

The Landlord submitted an estimate, in the amount of \$2,487.81, for installing new carpet in the rental unit and an estimate, in the amount of \$2,882.52, for installing laminate flooring in the rental unit. The Agent for the Landlord stated that laminate flooring has now been installed in the unit at a cost of \$2,882.52. The Landlord seeks to recover this cost.

The Landlord also seeks to recover the cost of cleaning the carpet. The Agent for the Landlord stated that the Landlord attempted to clean the carpet and elected to replace it once it was determined that the stains could not be removed. The Landlord submitted a copy of a receipt, in the amount of \$247.80, for cleaning the carpet.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenants stained and burned the carpets during this tenancy and that the stains could not be removed with cleaning. I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to repair the damage done to the carpets during the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenants' failure to comply with the *Act*.

The Residential Tenancy Policy Guidelines show that the life expectancy of carpet is ten years, and I find this estimate to be reasonable. The evidence shows that the carpet was approximately five years old at the end of the tenancy and I therefore find that the carpet has depreciated by fifty percent and that the Landlord is entitled to recover fifty percent of replacing the carpet.

The evidence shows that the Landlord elected to replace the carpet with laminate flooring, which is more expensive than the estimate for replacing it with new carpet. I find that the Landlord is entitled to recover fifty percent of what it would have cost to replace the carpet with new carpet. The Landlord submitted an estimate that shows it would have cost \$2,487.81 to replace the carpet with new carpet and I therefore find that the Landlord is entitled to recover fifty percent of that cost, which is \$1,243.90.

I find it was reasonable for the Landlord to attempt to clean the stains from the carpet before they replaced the carpet and I therefore find that the Landlord is also entitled to recover the cost of cleaning the carpet, which was \$247.80.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenants for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,541.70, which is comprised of \$1,491.70 in damages unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I hereby authorize the Landlord to retain the Tenants' security deposit of \$725.00 and pet damage deposit of \$20.00 in partial satisfaction of this monetary claim. Based on these determinations I grant the Landlord a monetary Order for the amount \$796.70. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 29, 2010.

Dispute Resolution Officer