



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** *MND, MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of cleaning and repair to the rental unit and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for costs incurred to clean the rental unit and replace the carpet? Is the landlord entitled to retain the security deposit and to recover the filing fee?

### **Background and Evidence**

The tenancy started on August 01, 2006 and ended on June 20, 2010. At the end of the tenancy, the monthly rent was \$1,055.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit in the amount of \$482.50.

The landlord stated that the unit was left in an unclean condition and that the carpet was damaged and stained. The landlord is claiming \$120.00 for the cost of cleaning and \$1,500.00 towards the cost of replacing the flooring which was approximately seven years old. The landlord has filed invoices and photographs to support her claim. The photographs show that the unit was in need of cleaning and that the carpet was damaged and stained.

The tenant testified that he is disabled and cleaned the unit to the best of his ability. He agreed that the carpet was damaged near the entrance but disputed the need for the entire carpet to be replaced.

### **Analysis**

Based on the testimony of both parties and the landlord's evidence, I find that the unit was in need of cleaning. Therefore the landlord is entitled to \$120.00 for cleaning.

Based on the landlord's evidence, I find that the flooring was in need of replacement. Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the flooring. As per this policy, the useful life of flooring is ten years. The landlord renovated the rental unit in March 2003 and therefore by the end of the tenancy, the flooring had two years and nine months of useful life left. Accordingly I find that the landlord is entitled to \$996.40 which is the prorated value of the remainder of the useful life of the flooring.

Based on the sworn testimony of both parties, I find that the landlord's has established a total claim for \$1,116.40. Since the landlord has proven her case she is entitled to the recovery of the filing fee. I order that the landlord retain the security deposit of \$482.50 and accrued interest of interest of \$15.64 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 \$618.26. 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 **\$618.26**

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: November 26, 2010.

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Dispute Resolution Officer