



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This was the hearing of an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The landlord was represented by its property manager. The tenant did not attend the hearing although she was served with the application and Notice of Hearing sent by registered mail to her forwarding address on October 21, 2010.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for repairs and cleaning to the rental unit at the end of the tenancy?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began October 1, 2005. The tenant paid a security deposit of \$647.50 on September 23, 2005. Pets were not permitted and the tenant did not pay a pet deposit. The apartment was new when the tenancy commenced.

The tenancy ended on September 30, 2010. A condition inspection was conducted. The tenant acknowledged that the carpets were dirty and stained and soiled by the tenant's pet that she kept in the apartment contrary to the terms of her tenancy agreement.

The landlord has claimed the following amounts for cleaning and repair of the rental unit:

Cleaning an light replacement:	\$156.12
Carpet cleaning:	\$95.20
Fob & key replacement:	\$55.00

Rekey mailbox: \$77.28
Remove mirrors and wall repairs: \$437.00
Carpet replacement: \$1,892.00

Analysis and Conclusion

The landlord's testimony, photographs of the rental unit and the condition inspection reports establish that the tenant and her pet caused damage to the rental unit that exceeded ordinary wear and tear. The tenant acknowledged her responsibility for the damage on the condition inspection report that she signed. I find that, with one exception, the landlord is entitled to recover the amounts claimed by this application. The exception is the amount claimed for carpet replacement. Assuming that the life expectancy for the carpet is in the neighbourhood of 10 years, the tenancy lasted for five years and the landlord will receive a benefit by the replacement of the five year old carpet with new carpet. I therefore apply a 50% discount to the amount claimed for carpet replacement. I allow the carpet replacement claim in the amount of \$946.00.

The landlord's claim is allowed in the total amount of 1,766.60. The landlord is entitled to recover the \$50.00 filing fee for a total award of \$1,816.60. I order that the landlord retain the security deposit and interest of \$670.43 in partial satisfaction of the award and I grant the landlord an order under section 67 for the balance of \$1,146.17. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: February 21, 2011.
