



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

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 her witness the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed March 7, 2011, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This a request for a monetary order for \$5,400.00

Background and Evidence

The applicant testified that:

- The flooring in this rental unit was only two years old at the end of the tenancy.
- At the beginning in the tenancy the flooring looked like new.
- At the end of the tenancy they found the bedroom carpet in the rental unit with numerous carpet pulls, and what looked like a large burn.
- They attempted to have the carpet repaired however the repairman was unable to restore the carpet back to a reasonable condition and therefore it will have to be replaced.

- The tenant also left the cork flooring in the rental unit extensively scratched and gouged.
- They also attempted to have the cork flooring repaired however the repairman was unable to do so and therefore that flooring will also have to be replaced.
- They also had to have the carpets cleaned in the rental unit because the carpets were left excessively dirty and matted with cat hair.
- She has provided photo evidence that shows the damage to the flooring and how dirty the carpets were left.

The applicant is therefore requesting an order as follows:

Attempted repair of cork floor	\$358.40
Carpet cleaning	\$90.00
Cost to replace carpet (professional estimate)	\$500.00
Cost to replace cork flooring (professional estimate)	\$4200.00
Filing fee	\$100.00
Total	\$5338.00

The applicant's witness testified that:

- She viewed the rental unit prior to the tenancy and at that time all the flooring was in excellent condition, and looked almost new.
- She also viewed the rental unit after the tenancy ended and at that time the flooring had extensive damage.

Analysis

It is my finding that the landlord has shown that the flooring in this rental unit was in very good condition at the beginning of the tenancy, however it was left dirty and extensively damaged at the end of the tenancy, and therefore I allow the majority of the landlord's claim.

I allow the claims for the attempted repair of the cork flooring and the carpet, as this was a reasonable attempt by the landlord to mitigate the costs.

I also allow the claim for carpet cleaning as is obvious from the photo evidence that these carpets were left in need of cleaning.

I will allow 80% of the cost of replacing the carpet, and the cork flooring because I am convinced from the evidence presented that the attempts at repairing the flooring were unsuccessful, and therefore the flooring needs to be replaced. I have not allowed the full amount claimed because flooring has a useful life expectancy of approximately 10 years, and since the flooring was already two years old at the end of the tenancy, it is considered to have depreciated by 20% for normal use.

Therefore the total amount of the claim that I have allowed is as follows:

Attempted repair of cork flooring	\$358.40
Carpet cleaning	\$90.00
80% of estimated cost to replace carpet	\$400.00
80% of estimated cost to replace cork flooring	\$3360.00
1/2 of Filing fee	\$50.00
Total	\$4348.00

I have only allowed one half of the filing fee, because the total amount I have allowed is less than the \$5,000.00 level at which the filing fee jumps from \$50.00 to \$100.00.

Conclusion

I have allowed \$4348.00 of this claim and therefore the landlord may retain the full security deposit of \$700.00, and have issued a monetary order in the amount of \$3648.00.

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: June 17, 2011.

Residential Tenancy Branch