

DECISION

Dispute Codes:

MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for damages and loss of revenue, to retain the security deposit in partial satisfaction of his monetary claim; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

The Landlord testified that he served the Tenant JH with the Notice of Hearing documents by registered mail sent on December 16, 2010, to the address the Tenant gave as a forwarding address. The Tenant acknowledged receipt of the documents.

The Landlord testified that he served the Tenant JH with copies of his documentary evidence documents by registered mail sent on April 5, 2011, to the address the Tenant gave as a forwarding address. The Landlord provided a copy of the registered mail receipt and tracking number in evidence. The Tenant stated that he did not pick up the registered mail documents until April 16, 2011. Documents served in this manner are deemed to be received on the 5th day after mailing the documents regardless of when the recipient chooses to accept delivery.

The Landlord did not serve the Tenant BG with the Notice of Hearing documents and therefore his application against the Tenant BG is dismissed without leave to reapply.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to carpet at the rental unit?

- Is the Landlord entitled to a Monetary Order for loss of revenue for the month of December, 2010?

Background and Evidence

The rental unit is shared accommodation, where the Tenants occupied one bedroom and shared the kitchen, bathroom and living areas with other tenants. The tenancy started on April 1, 2010, and ended on December 1, 2010. Monthly rent was \$650.00. The Tenants paid two pet damage deposits, each in the amount of \$250.00, for a total of \$500.00, together with a security deposit in the amount of \$325.00.

The Landlord gave the following testimony:

- The Tenants' dog had urinated and defecated on the carpet throughout the rental property. The Tenant did not shampoo the carpet at the end of the tenancy and it was stained and smelled of urine. The Landlord had to shampoo the carpet, but it did not remove the stains or a large burn mark in the Tenant's bedroom.
- The Tenants burned a carpet with a hot pan, ruining the carpet. The Tenant JH told the Landlord he would fix the carpet on the weekend of December 4/5, but he did not. The Tenant JH told the Landlord he would fix the carpet on the weekend of December 11/12, but he did not.
- A few prospective tenants viewed the rental unit, but told the Landlord that they were not interested in renting it because of the carpets. At the end of December, the Landlord replaced the carpet with less expensive laminate flooring. The Landlord provided estimates for the cost of replacing the carpet, along with bills for the cost of installing laminate. The ruined carpet was approximately 2-3 years old.
- The rental unit was re-rented effective February 1, 2011.
- The Landlord requested a monetary award for loss of revenue for the month of December (\$650.00), the cost of shampooing the carpets (\$56.00) and the cost of replacing the carpet with less expensive laminate (\$913.67).

The Landlord's witness gave the following testimony:

- The witness lived at the rental property during the time that the Tenants were living there.
- The Tenants' dog would pee on the carpet in the hallway and kitchen when excited.

The Tenant gave the following testimony:

- The Tenant BG placed a hot pot on the carpet in their bedroom, which caused the carpet fibers to melt. The Tenant does not believe he is responsible for damage to carpets in the common area, only in his bedroom. The Tenant's dog had occasional accidents but they were always cleaned up right away.
- The Tenant has photographs which prove that the Landlord did not replace the underlay and put the new floor on top of it.
- The Tenants moved out of the rental unit on November 25, 2010, and therefore the Tenant does not believe he is responsible for paying the Landlord's loss of revenue for the month of December.

Analysis

The Landlord provided photographs of the carpet, which indicate stains in the common areas. The Landlord provided a swatch of carpet containing the actual burn. The Landlord provided written testimony from another tenant (other than the witness MF) stating that he witnessed the Tenants' dog "peeing and pooing in the kitchen and the carpeted common areas frequently". The Landlord provided a receipt from a carpet cleaning company, which indicates that the carpets were soiled, were damaged by pet urine and needed to be replaced. The Tenant did not provide any documentary evidence.

Based on the testimony of both parties, the Landlord's witness, and the documentary evidence I am satisfied that the Tenant or his pet damaged the carpet in the bedroom

and common areas and they required replacement. Based on the two estimates from carpet providers for the cost of labour and materials for replacing the carpet with similar quality carpet (\$1,864.13 and \$1,607.42), I am satisfied that the laminate floor was a less expensive alternative.

The Landlord's application for dispute resolution seeks a total monetary award of \$650.00 for loss of rent and \$700.00 for replacement of the carpet. The Landlord did not amend his application to include a claim for the cost of shampooing the carpets or the actual cost of installing the laminate floors.

I accept that it was not possible to re-rent the rental unit until the flooring was completed, and I allow the Landlord's claim for loss of revenue for the month of December. With respect to the Landlord's claim for the cost of replacing the carpet, I award the Landlord the amount sought on his application, \$700.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security and pet damage deposits towards partial satisfaction of the Landlord's monetary award. No interest has accrued on the deposits.

The Landlord has been successful in his application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Loss of revenue	\$650.00
Recovery of filing fee	\$50.00
Less security and pet damage deposits	<\$825.00>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$575.00

Conclusion

The Landlord's application against the Tenant BG is dismissed without leave to reapply.

I hereby grant the Landlord a Monetary Order in the amount of **\$575.00** for service upon the Tenant JH. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: May 05, 2011.

Residential Tenancy Branch