



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNSD

### Introduction

This hearing dealt with an application by the landlord seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit?

### Background and Evidence

The tenancy began on or about April 2009 and ended July 2011. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$600.00.

The landlord provided the following testimony; he did not conduct a move in or move out condition inspection of the rental unit, the carpets in the rental unit were two and half years old, in “perfect condition” when the tenant’s moved in, were badly stained when the tenant’s moved out, and that the carpets need replacing.

The tenant’s provided the following testimony; the carpets had multiple stains upon move in, the carpets looked to be quite old, agreed that they may have caused some normal wear and tear but deny staining the carpet.

### Analysis

The landlord was seeking to retain the security deposit. Section 35(2) of the Act states that: The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection. The landlord gave testimony that he did not conduct a move in or move out condition inspection and thus extinguishes his right to make claim against the security deposit.

The landlord was also seeking a monetary order for the cost of replacing the carpet. The landlord provided some photos showing the state of the carpet upon the tenant's moving out and a quote for the cost of replacing the carpets. The landlord also submitted a "feature sheet" from 2008 that was used when the subject property was for sale. The feature sheet was not helpful to this hearing. The landlord was relying on the pictures in the feature sheet to confirm the carpet was in "perfect" condition prior to the subject tenant's moving in. The photos are not clear as to the condition as they are of a panoramic variety. The landlord has not satisfied me of what the condition of the carpet was when the tenant's moved in. Without a condition inspection or some other photos or documentary evidence to support his claim I cannot be certain of the amount of damage, if any was caused by the tenant's or the state of the carpet upon move in.

The landlord has not been successful in his application.

### Conclusion

The landlord's application is dismissed in its entirety.

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 22, 2011.

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Residential Tenancy Branch