

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

The Landlord submitted one evidence package with his application and notice of hearing documents by registered mail on September 22, 2011 which the Tenant has confirmed receiving. The Tenant has submitted one evidence package to the Landlord by registered mail on November 25, 2011 which the Landlord has confirmed receiving. I find that both parties have been properly served with the notice of hearing and evidence packages.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order for damage?

### Background and Evidence

The Landlord is seeking to claim \$1,790.97 as compensation from the Tenant. The Landlord states that \$1,034.97 (shown on the submitted invoice from FloorsFirst dated May 18, 2011) was required to replace the urine staining in the carpets. The Landlord has submitted copies of letters from the carpet remover the new Tenants (who were also hired by the Tenant to clean the rental unit) that confirm that there was a strong urine smell throughout the unit. The Tenant disputes this claim stating that the carpets were at least 17 years old as they were in place from the previous owner who as had possession of the property for 17 years. The Tenant stated that she acquired a new dog in January 2011 and admits that the dog urinated on the carpets approximately 1-2 times daily until she left the rental unit in May 2011. The Tenant states that each time that this occurred, the carpet area was cleaned. The Landlord states that the condition inspection report for the move-in which was completed on October 10, 2010 states that the carpets were in good to fair condition. The Landlord states that the Tenant has no way of knowing how old the carpets were, but concedes that they are at least 2 years old. The Landlord is also seeking recovery of the \$540.00 spent for the carpet

installation as shown in the cancelled cheque to the installer and \$106.80 for the removal of the stained carpet (\$84.00) and the dump fee charge (\$22.80) as shown in the submitted cancelled cheque and invoice from the Alberni-Clayoquot Regional District. The Tenant disputes the claim for the dump fee stating that the Landlord included other construction demolition materials. The Landlord disputes this stating that the fee is only \$22.80 and that the carpet and underlay materials were disposed of which is what is referred to in the invoice. The Landlord is also seeking to recover \$60.00 for cleaning of the fridge and oven. The Landlord has submitted a copy of a letter from the persons hired to clean the unit stating that the oven was not cleaned at the instruction of the Tenant. The Tenant disputes this stating that the unit was left clean and that the oven was self-cleaning and that it would have been damaging if it was cleaned in conventional manner. The Landlord has not provided any evidence of this loss.

### Analysis

I find based upon the submitted documentary evidence and on a balance of probabilities that the carpet was damaged by the Tenant's dog and required removal and replacement.

The Residential Tenancy Act Policy Guidelines state that the useful life expectancy of carpet is 10 years. I find that the Tenant's claim of the carpets being 17 years is unconvincing. The Landlord has admitted that the carpets are at least 2 years old, but cannot state with any certainty how old they are. With the age in dispute, I find on a balance of probabilities that the carpet age to be 5 years of useful life left. On the Landlord's claim of \$1,034.97 for new carpet, \$540.00 for carpet install and \$106.80 for the removal and disposal of carpet, totalling, \$1,681.77, I award to the Landlord the monetary amount of \$840.88.

As for the Landlord's claim of \$60.00 for cleaning which is undisputed by the Tenant. I find that the Landlord has failed to supply any supporting evidence for this cost. The Tenant has admitted to not cleaning the oven (self cleaning) because it would have caused damage to the oven. I find that the Landlord has failed to establish a claim for the \$60.00 being sought for the fridge and oven cleaning. This portion of the Landlord's claim is dismissed.

The Landlord is entitled to recovery of the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for the balance due of \$890.88. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$890.88.

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: December 08, 2011.

---

Residential Tenancy Branch