



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a reduced claim for a monetary order for \$3613.56 and a request to retain the full security deposit plus interest towards the claim. The applicant is also requesting recovery of the filing fee

Background and Evidence

The applicant testified that:

- This rental unit was a new when the tenants moved in on September 1 of 2006 and therefore everything in the rental unit was new.
- When the tenants vacated on October 31, 2011 unit the unit was left in need of significant repairs.

- As can be seen in the photo evidence supplied, the carpets were left filthy and badly stained, and they were unable to be cleaned and had to be replaced.
- The blinds in the rental unit were left bent, twisted, and dirty and as a result they had to be repaired and cleaned.
- They had to replace numerous light bulbs in the rental unit.
- A door in the rental unit had a fist sized hole that had to be repaired.

They are therefore requesting an order as follows:

75% of the cost of replacing the carpets. Estimate to replace \$3500.00 plus \$420.00 HST for a total of \$3920.00	75% = \$2940.00
Cost to repair and clean blinds	\$431.76
Cost to replace and install light bulbs	\$135.40
Cost to repair damaged door	\$106.40
Filing fee	\$50.00
Total	\$3663.56

The applicants further request an order allowing them to keep the full security deposit plus interest towards the claim and requested a monetary order be issued for the balance.

The respondent testified that:

- She does not dispute the damages existed at the end of the tenancy however she does dispute the amounts claimed by the landlord.
- They had offered to have the carpets replaced at a much lower cost than what the landlord is claiming however the landlord did not allow them to do so.
- I also think the cost of repairing, and cleaning the blinds is excessive.

Analysis

The tenant has admitted to causing the damage to the rental unit however it is my decision that I will only allow a portion of the amount claimed by the landlords.

Carpets

I will only allow 50% of the cost of replacing the carpets, because carpets have a useful life expectancy of approximately 10 years and these carpets were five years old at the end of the tenancy and therefore are considered to be 50% depreciated from normal wear and tear. Therefore I will only allow \$1750.00 plus HST.

Blinds

I allow the full amount claimed for repairing and cleaning the blinds, as I find the amount to be reasonable and justified as the blinds were left in very poor condition.

Light bulbs

I also allow the full amount claimed for replacing and installing the light bulbs, as I also find that amount to be reasonable and justified.

Door repair

I also allow the full amount claimed for repairing the door that was damaged during the tenancy as I find the amount to be reasonable and justified.

I also order recovery of the filing fee.

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

Replace damaged carpet	\$1750.00
HST on carpet	\$210.00

Repair and clean blinds	\$431.76
Replace and install light bulbs	\$135.40
Repair damaged door	\$106.40
Filing fee	\$50.00
Total	\$2683.56

Conclusion

I have allowed \$2683.56 of the landlords claim and I therefore order that the landlords may retain the full security deposit plus interest, of \$1341.64, and I have issued a monetary order in the amount of \$1341.92

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: February 01, 2012.

Residential Tenancy Branch