



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing was convened by way of conference call in repose to the landlord's application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on December 19, 2011. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord entitled to keep the tenants security deposit?

### Background and Evidence

The landlord testifies that this tenancy started on September 01, 2010 and ended on June 30, 2011. Rent for this unit was \$700.00 per month due on the first day of each month. The tenant paid a security deposit of \$350.00 on August 26, 2010.

The landlord testifies that the tenant attended a move in inspection of the unit with the landlord at the start of the tenancy. At the end of the tenancy the tenant was given two opportunities for inspection and a third written opportunity for inspection as the tenant failed to attend the first two appointed times. The tenant gave the landlord her forwarding address over the telephone on December 16, 2011 when the tenant called the landlord to arrange a payment schedule to pay back the amounts the tenant owed to the landlord. The tenant however failed to abide by this schedule so the landlord filed their application for Dispute Resolution.

The landlord testifies that the move out inspection was completed on July 04, 2011 in the tenant's absence. This inspection highlighted the fact that the tenant failed to leave the rental unit in a clean condition. The landlord had to pay the sum of \$90.00 for cleaners to clean the unit and the receipt for this work is included in evidence.

At the inspection the landlord also found the carpet in the living/dining room and hallways to be heavily stained. The landlord testifies that she sought advice from a professional carpet cleaner about the stains and was advised that the stains could not be removed. The landlord testifies that the carpet was eight to ten years old. The landlord testifies that the carpet was replaced at a total cost of \$1,523.40; however, this also included replacement of the bedroom carpet due to the layout of the unit and the landlord has therefore reduced their claim for the replacement carpet to \$1,000.00. The receipt for this work has been provided in evidence.

The landlord testifies that during the tenancy the tenant lost her keys and was charged the sum of \$25.00 for replacement keys. At the end of the tenancy the tenant failed to

return any keys and the locks were rekeyed at a cost of \$75.00. The landlord testifies that these sums were included on the tenants rent ledger which has been provided in evidence.

The landlord requests an Order permitting them to keep the tenants security deposit to offset against the amount owed for damages and seek to recover their \$50.00 filing fee.

### Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

With regards to the landlords claim for cleaning costs, I find the cleaning required has been indicated on the move out condition inspection report. Consequently, I find in favor of the landlords claim and the landlord is therefore entitled to a monetary award to the sum of **\$90.00** for this work pursuant to s. 67 of the Act.

With regard to the landlords claim for replacement carpets; the move out inspection report and the photographic evidence confirms the landlord's testimony that the tenant had left the carpets extensively stained. However, the landlord agrees that the carpets are approximately eight years old. Therefore, it is my decision that as the useful life of carpets is 10 years that the landlord must bear some depreciation on these carpets and the landlords claim is therefore limited to 30 percent of their claim. The landlord is therefore entitled to a monetary award for the sum of **\$300.00** pursuant to s. 67 of the Act.

With regard to the landlords claim for key replacement and rekeying as the tenant had first lost a key during the tenancy and then failed to return the keys at the end of the

tenancy. It is my decision that the landlord is entitled to recover these costs and is entitled to a monetary award for the sum of **\$100.00** pursuant to s. 67 of the Act.

As the landlord has met the burden of proof for their claim for damages to the unit I find the landlord is entitled to keep the tenants security deposit of 4350.00 in partial satisfaction of the landlords claim pursuant to s. 38(4)(b) of the Act.

I further find as the landlord has been partially successful with their claim that the landlord is also entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(10) of the Act. A Monetary Order has been issued to the landlord for the following amount:

Cleaning costs	\$90.00
Carpet replacement less depreciation	\$300.00
Replacement key and rekeying locks	\$100.00
<b>Subtotal</b>	<b>\$490.00</b>
Plus filing fee	\$50.00
Less security deposit	(-\$350.00)
<b>Total amount due to the landlord</b>	<b>\$190.00</b>

### Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$190.00. The order must be served on the respondent and is enforceable through the Provincial Court 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: March 01, 2012.

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Residential Tenancy Branch