



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MND,MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damage to the rent unit, for compensation under the Act, and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issue(s) to be Decided

Is landlord entitled to monetary compensation from the tenant?

### Background and Evidence

The tenancy began on September 9, 2010. Rent in the amount of \$1,145.00 was payable on the first of each month. A security deposit of \$572.50 was paid by the tenant. Tenancy ended on February 29, 2012.

The landlord claims as follows:

a.	Drape cleaning	\$165.75
c.	Carpet replacement (50% of total cost of \$1,580.50)	790.27
d.	Replacement of 4 light bulbs	22.00
e.	Filing fee	50.00
	<b>Total claimed</b>	<b>1,403.02</b>

### Drape cleaning

The landlord's agent testified that the tenant did not clean the drapes at the end of the tenancy and the drapes had to be removed, cleaned and reinstalled. The landlord is seeking compensation in the amount of \$165.75.

Through his interpreter the tenant testified that they did not clean the drapes at the end of the tenancy.

#### Kitchen counter

The landlord's agent testified the tenant damaged the counter in the kitchen. The landlord's agent stated the counter were discolored from stains and had cut marks from not using a cutting board. The landlord's agent stated the counter was four years old at the end of tenancy and was required to be replaced. The landlord is seeking compensation in the amount of \$425.00 for replacing the counter. Filed in evidence are photographs of the counter.

Through his interpreter the tenant acknowledged he damaged the counter in the kitchen. The tenant through his interpreter stated that the counter was not new when they moved into the rental unit and they should not have to pay for the full cost of replacing the counter.

#### Carpet replacement

The landlord's agent testified that the tenant has damaged the carpets by placing a hot oven rack on the carpet, which melted the carpet. The landlord's agent stated the carpets also had red stains which would not come out as the dye had penetrated the carpet fiber. The landlord further stated the carpet had a cigarette burn. The landlord is seeking the depreciated value of 50% for replacing the carpet as the carpet was five years old. Filed in evidence are photographs of the carpet. Filed in evidence is the receipt for the carpet in the amount of \$1,580.50.

Through his interpreter the tenant testified the carpet was damaged by a prior flood and should not be responsible to replace the carpet. The tenant acknowledged they melted the carpet by placing a hot oven rack on the carpet. The tenant acknowledged stains on the carpet but believes that is normal wear and tear as he has children. The tenant also believes the cigarette burn was in the carpet at the start of tenancy.

#### Light bulbs

The landlord's agent testified the tenant failed to replace four light bulbs that were out at the end of tenancy. The landlord is seeking compensation for bulbs in the amount of \$22.00

Through his interpreter the tenant acknowledged the bulbs were not replaced at the end of tenancy.

#### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

### Drape cleaning

The tenant acknowledged that the drapes were not cleaned at the end of tenancy. Policy Guideline 1 – internal window coverings states the tenants are expected to leave the internal window coverings clean when the tenant vacates. Therefore, I find the landlord is entitled to compensation for the cost of cleaning the drapes in the amount of **\$165.75**.

### Kitchen counter

The tenant acknowledged that they damaged the counter in the kitchen. The evidence of the tenant was they should not be responsible to pay the full cost as the counter was not new when they moved into the unit.

Policy Guideline 37 states the useful life of a counter is 25 years. In this case, the counter was four years old. The evidence of the landlord's agent was it cost \$425.00 to replace the counter. As the counter was four years old, the landlord is entitled to the depreciated value of eight-four percent. Therefore, I find the landlord is entitled to compensation for the cost of replacing the counter in the amount of **\$357.00**.

### Carpet replacement

The evidence of both parties was the tenant damaged the carpet by placing a hot oven rack on the carpet which melted the carpet. The photographic evidence show the carpet damaged from the oven rack.

The evidence of the landlord was there were red stains in the carpet and these stains would not come out as the dye had penetrated the carpet fibre. Photographic evidence supports the landlord claim that the tenant left red stains in the carpet. The evidence of the landlord's agent was there was also a cigarette burn in the carpet. Photographic evidence supports the landlord claim of a cigarette burn.

The evidence of the tenant was there was a previous flood that caused damage to the carpet and the some stains are from normal wear and tear as he has children.

In this case, the photographic evidence shows no damage due to flooding as alleged by the tenant. The tenant was careless by placing a hot oven rack on the carpet which melted the carpet. Further, the move-in condition report shows no cigarette burns or stains on the carpets at the start of tenancy.

A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. Therefore, I find the landlord is entitled to compensation at the depreciated value of **\$790.25** to replace the carpet.

Light bulbs

The evidence of the landlord's agent was four light bulbs were not replaced at the end of tenancy. The tenant acknowledged the bulbs were not replaced. Therefore, I find the landlord is entitled to compensation to replace the bulbs in the amount of **\$22.00**.

I find that the landlord has established a total monetary claim of **\$1,335.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlords retain the deposit and interest of **\$572.50** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$762.50**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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 15, 2012.

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Residential Tenancy Branch