



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND MNR MNSD FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for a monetary order for unpaid rent or utilities, for damage to the unit, site or property, to keep all or part of the security deposit, and to recover the filing fee.

The tenant and an agent for the landlord (the "agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing both parties were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

The tenant confirmed that he was served with the landlord's evidence package and had an opportunity to review the evidence.

Issues to be Decided

- Should the landlord be granted a monetary order for unpaid rent or utilities or for damage to the unit, site or property?
- Should the landlord be authorized to keep all or part of the security deposit under the *Act*?

Background and Evidence

The parties agree that a fixed term tenancy began on July 1, 2011 and expired on June 30, 2012. Rent in the amount of \$750.00 was due on the first day of each month. A parking fee of \$35.00 was also due on the first date of each month. A security deposit of \$375.00 was paid by the tenant at the start of the tenancy, which continues to be held by the landlord. The landlord completed both a move-in and move-out condition inspection report which was submitted as documentary evidence prior to the hearing. The landlord has submitted a monetary claim for \$1,118.39 consisting of the following:

Replacement cost for carpet	\$782.60
Garbage removal and disposal fee	\$90.00
Cleaning costs (2 cleaners @ \$22.50 per hour/ per cleaner @ 4 hours of cleaning)	\$180.00
Unpaid Hydro account utility bills (3 bills consisting of the following amounts: \$8.13, \$21.42 and \$36.24)	\$65.79
TOTAL	\$1,118.39

On June 27, 2012, the tenant confirmed leaving a letter for the landlord with the keys to the rental unit. The letter was provided as documentary evidence prior to the hearing. In the letter, the tenant states:

- Unit is vacated...
- Sorry, but I ran out of time and energy so kitchen and bath need cleaning, deduct from damage deposit.
- Chair, file are garbage, also garbage bag.
- Keys are enclosed..."

[reproduced as written]

The agent stated that the condition the rental unit was left in after the tenant was in it for one year was a "disaster" and the carpets were "totally destroyed". The parties agree that the rental unit is a bachelor unit. The landlord stated the carpet covered the large room of the rental unit and in the middle of the unit, the carpet was ripped up, was worn and had stains on it. The tenant stated that he was unaware of the stains, however, did acknowledge that he had a computer chair and that the floor was uneven which is where the wear and tear was. The landlord disputed the tenant's testimony that the floors were uneven. The landlord testified that when the carpets were replaced after the tenant vacated, the carpet installers stated they did not need to even out the floors, which they routinely do before laying the carpets, if required.

The tenant stated that he suffers from knee and back problems leading to limited mobility. When asked if he could hire someone to help him clean, he stated he could not afford to hire anyone due to his limited income.

The tenant disputed the amount being claimed for garbage removal and disposal as excessive, but did not dispute that he left garbage in the rental unit which required removal and disposal. The tenant did not provide his own quotes for garbage removal or

disposal to support his claim that the amount being claimed by the landlord as excessive. The parties agree that furniture was also left behind by the tenant when he vacated, which required removal and disposal.

The landlord provided 3 unpaid utility bill invoices that had not been paid by the tenant as documentary evidence prior the hearing. The tenant disputed the invoice by stating that he paid \$9.72 and \$28.16 on July 30 and provided a receipt number, however, then contradicted himself by stating that one of the amounts was for his present address and not the rental unit in dispute.

The agent stated that their professional cleaners took two cleaners a total of four hours to clean the rental unit. The tenant stated that he is not disputing the time it took to clean the rental unit. The landlord stated the rental unit was “filthy”.

Analysis

Based on the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

Replacement cost for carpet – The parties agree that there was damage to the carpet. Based on the undisputed testimony of the agent, I accept that the carpets were installed one year previously and being a bachelor unit, had to be replaced as the damage was located in the middle of the room. As a result, **I find** the landlord is entitled to monetary compensation towards the replacement cost of the carpets. According to Residential Tenancy Branch Policy Guideline #40, the useful life of carpets is 10 years. As the landlord received one year of use out of the 10 useful years of the carpets, I will deduct 10% off their claim of \$782.60 to account for depreciation as follows:

$$\$782.60 - 10\% \text{ depreciated value of } \$78.26 = \mathbf{\$704.34}$$

Given the above, **I find** the landlord is entitled to monetary compensation in the amount of \$704.34 towards the new carpets due to the damage from the tenant’s computer chair over the period of one year that the tenant resided in the rental unit.

Garbage removal and disposal fee – The tenant wrote in his letter to the landlord and confirmed during the hearing that he left a chair, file and garbage in the rental unit. The tenant also accepted that the chair and file would require disposal and could not be disposed of in the regular garbage. The tenant stated that the landlord's \$90.00 claim was excessive, however, he failed to provide quotes or other corroborating evidence supporting his claim that the fee was excessive. As the result, **I accept** the agent's testimony. Therefore, **I grant** the landlord **\$90.00** for the garbage removal and disposal.

Unpaid utility bills – The agent's testimony was clear and consistent regarding the unpaid hydro bills and was supported by documentary evidence prior to the hearing. The tenant's testimony was not clear as he contradicted himself by stating that a portion of the receipt numbers he provided during the hearing were actually for his present address, and not the rental unit in dispute. As a result, I prefer the testimony of the agent and I accept that the utility bills were unpaid as claimed. Therefore, **I grant** the landlord a monetary amount of **\$65.79** for the unpaid utilities.

Cleaning costs – The tenant did not dispute the amount of cleaning was the agent stated was required to clean the rental unit. As a result of the agents undisputed testimony, **I grant** the landlord the cleaning costs of **\$180.00** consisting of 2 cleaners at \$22.50 per hour for a total of 4 hours of cleaning.

As the landlord was successful in their application, **I grant** the recovery of the \$50.00 filing fee.

I find that the landlord has established a total monetary claim of **\$1,090.13** comprised of \$704.34 for carpet replacement, \$90.00 for garbage removal and disposal, \$65.79 for unpaid utility bills, \$180.00 for cleaning, and the \$50.00 filing fee. **I order** that the landlord retain the deposit which has accrued no interest of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$715.13**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of \$715.13 and authorize the landlord to retain the full security deposit of the tenant.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 24, 2012

Residential Tenancy Branch