



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sutton Group - Proact Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, FF

Introduction

Some documentary evidence, photo evidence, and written arguments have 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 decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were heard together.

The tenant's application is a request for a monetary order for \$725.00 and a request for recovery of the \$50.00 filing fee.

The landlord's application is a request for a monetary order for \$575.00, a request for recovery of the \$50.00 filing fee, and a request to retain a portion of the security deposit towards the claim.

Background and Evidence

The tenant paid a security deposit of \$800.00 on September 19, 2011.

The tenant vacated the rental unit on January 1, 2013, and the landlord was given a forwarding address on that same date.

The landlord testified that:

- On the data the move out inspection it was agreed that the tenant would pay \$75.00 for kitchen cleaning and that the remaining \$725.00 would be returned.
- After the tenant vacated it was discovered there was some paint, and ink stains all the carpets and as a result the carpets had to be replaced.
- The original carpets in the rental unit were approximately 10 years old.
- On the application they had requested \$500.00 for carpets however they are reducing that amount to \$225.00, and are therefore requesting a total of \$300.00.

Analysis

The parties agreed to a deduction from the security deposit of \$75.00, leaving a balance of \$725.00.

The landlord is now requesting a further \$225.00 of the security deposit be held to replace carpets that he claims were damaged during the tenancy; however he also testified that those carpets were approximately 10 years old.

It's my finding that since the carpets were 10 years old they are considered completely depreciated and of no value and therefore I will not be ordering that the tenant pay any of the cost of replacing the 10-year-old carpets.

Conclusion

The landlord's application is dismissed in full without leave to reapply.

I have allowed the tenants full claim of \$725.00 plus recovery of the \$50.00 filing fee, for a total Order of \$775.00.

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: April 08, 2013

Residential Tenancy Branch