



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD

Introduction

This hearing was convened in response to an application filed by the landlords who are seeking a monetary order for compensation for damage or loss and to retain the security deposit.

Both parties appeared at the hearing of this matter and I am satisfied that the tenants have had notice of this claim.

Both parties gave evidence under oath.

Issue(s) to be Decided

Have the landlords met the burden of proving their claims?

Background and Evidence

This tenancy began on November 1, 2010 at which time rent was fixed at \$1,050.00 and the tenant's paid a security deposit of \$525.00. The tenancy ended on October 31, 2012.

The landlords say Condition Inspection Reports were prepared at move-in and move-out but not provided in evidence because they did not know they needed to provide them in evidence.

The tenant testified that she agrees with all of the landlords' claims except the charge for replacement of the carpet. The tenant says the carpet was torn where it connects between the living room and the dining room and her children hurt their feet on this spot many times. The tenant says she asked the landlord to make repairs to the carpet but repairs were never completed.

The landlord testified that they are aware of the tear however this is not their concern. The landlords say their concern is that the carpet is stained and burnt in many areas. The landlords say they had a carpet professional inspect the carpet and he advised it would not come clean and needed to be replaced. The landlords submitted that the carpet were 6-7 years old.

The tenant says she attempted to clean the carpets with her friend's carpet shampooer however there was no hot water available for cleaning. Further, that she was solely responsible for the move out cleaning etc. and had hoped her friend could help but her friend had to work.

The landlord questioned the tenant as to why there was no hot water.

The tenant responded that she had already had the utilities cut-off and transferred to her new home.

Analysis

As the tenant agrees to all of the charges except the charge for the carpet cleaning I will therefore allow the landlords' claims as follows:

Bathroom cleaning	\$ 90.00
Replace blinds in kitchen and bathroom	28.51
Picket for outdoor railing	10.88
Garbage removal fees	25.00
Towel rack for bathroom	19.96
Plug for kitchen sink	4.86
Blind for living room door window	7.86
Cleaning supplies	79.04
Cleaning of entire house	300.00
Fridge repairs	115.00
Replace front stove glass	100.00
Total	\$781.11

The landlords have also claimed 12% tax. I will not allow for this sum because the landlords have failed to supply invoice evidence of having paid this sum.

With respect to the carpets the landlords say the invoice for the amount claimed has been filed with their tax return. The landlords say they did not submit it into evidence because no one told them they had to do so. As is common in any legal proceeding, when a party makes a claim they must bring sufficient evidence to show (a) that the

damage exists (b) that the other party is responsible for the damage and (b) the sum expended to make repairs. In this case while the parties both agree there were stains and burns on the carpets and while the landlord has claim \$699.49 for replacement costs, the landlord has not submitted invoice evidence to support the sum claimed.

With respect to the value of the carpets in question, the Residential Tenancy Branch Policy Guidelines set out the “Useful Life of Work Done or Thing Purchased”. The guidelines state that carpets have a life expectancy of 10 years and the landlords say the carpets were 6 to 7 years old. Using the replacement cost provided by the landlords of \$699.49 divided by 10 years the carpets have a per year life value of \$69.95.

Even though the landlords have not supplied invoice evidence to support the amount claimed for the carpets, the tenant has admitted that she left staining and burns on the carpets. She also admits that she did not attempt to have them professionally cleaned and was unable to clean the carpets herself because she had no help and had already had the hot water to the rental unit cut off. Based on the evidence of both parties I find that it is reasonable and probable that the landlords did suffer a loss with respect to the carpets and I find that loss is the responsibility of the tenants. I will therefore allow the landlords to recover the sum of \$209.84 which works out to \$69.95 per year x 3 years or the remaining life expectancy of the carpets.

Having made a monetary award in favour of the landlords I will allow them to retain the security deposit (no interest having accrued) in partial satisfaction of this award.

Calculation of Monetary Order in favour of the landlords:

Costs as set out above	\$781.11
Carpets	209.84
Less security deposit	-525.00
Balance Owing by Tenants to Landlords	\$465.95

Conclusion

The landlords are provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order enforceable as any Order of the Provincial Court of British Columbia.

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 18, 2013

Residential Tenancy Branch

