



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for compensation for loss – Section 67;
3. An Order to retain all or part of the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not appear. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on December 1, 2011 and although a month’s notice was given to end the tenancy on December 31, 2012, the Tenants moved out of the unit on January 4, 2013. Rent of \$1,550.00 was payable monthly and at the outset of the tenancy, the Landlord collected \$775.00 as a security deposit. The Landlord states that the carpet was new at the onset of the tenancy and that although the Tenants cleaned the carpet

at the end of the tenancy the carpet entrances to the den and bathroom were frayed and scratched by the Tenants' cats. The tenancy agreement prohibited pets. The Landlord states that there was no attempt to replace only the carpet areas that were damaged as the incoming tenant was allergic to cats and the owner requested the replacement of all the carpeting. The Landlord claims \$766.98 for the cost of the carpet replacement. The Landlord withdraws the claim for lost rental income.

### Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Placing no weight on the unsupported evidence of the new tenant's allergy to a cleaned carpet but accepting that the carpet was damaged at two entrance areas and noting that no steps were taken or consideration given to repair only the damaged areas, I find that the Landlord has only substantiated a nominal entitlement of **\$150.00** for the damaged carpet areas. As the Landlord's application has met with some success, I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$200.00**. I order the Landlord to deduct this amount from the **\$775.00** security deposit plus zero interest and to return the remaining **\$575.00** to the Tenants forthwith.

### Conclusion

I Order the Landlord to retain the amount of \$200.00 from the security deposit plus interest of \$775.00 in full satisfaction of the claim.

I Grant the Tenants an order under Section 67 of the Act for the amount of \$575.00. If necessary, this order may be filed in the Small Claims Court and enforced 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: May 07, 2013

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Residential Tenancy Branch

