



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOUNTAIN COUNTRY PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MND, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning, removal of items left behind by the tenant, for carpet replacement and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of cleaning, removal of items left behind by the tenant, for carpet replacement and for the recovery of the filing fee?

Background and Evidence

The tenancy started on May 01, 2011 and ended in early May 2012. The return of the security deposit was dealt with prior to this hearing.

The tenant testified that she hired a professional cleaning company to clean the unit and paid \$478.80. The tenant filed a copy of the invoice.

The landlord agreed that the tenant hired professional cleaners on April 30, 2012. In a noted dated April 30, 2012 at 11:35pm, the tenant requested access to the house, later that week for “moving and cleaning”. The tenant agreed that the cleaning was incomplete and that she had not cleaned the oven.

In a note to the landlord, dated May 04, 2012, the tenant stated *“Please go ahead and engage them as is necessary to complete the job we discussed and use the applicable portion of my damage deposit to pay for this”*

The landlord stated that he hired professional cleaners to complete the job and filed an invoice along with a statement from the cleaning company that did the job. The statement indicates that the house needed over 25 hours of work and the landlord was required to pay \$750.00. During the hearing the tenant agreed to cover half the cost of cleaning.

The landlord also testified that a portion of the carpet in front of the fireplace had several burn marks. In a note dated April 23, 2012, the tenant agreed that the carpet was burnt and offered to pay for a *“nice throw rug”* to cover the burn marks.

The landlord stated that the carpet had to be replaced and filed a copy of the amount paid to replace the carpet. The landlord replaced carpet in additional areas of the home, but was claiming only for the cost of replacing carpet in the living/dining area that had the burn marks.

The landlord also testified that the tenant left items behind in the home and he incurred a cost to remove these items. The tenant stated that she left some items behind at the landlord’s request. The landlord filed photographs that indicate that the tenant left behind dishes, furniture, mattresses, food in the refrigerator etc. The tenant argued that the photographs were not dated and could possibly have been taken much after she moved out. However the tenant did agree that she had left some items behind including a dresser.

The landlord is claiming the following:

1.	Cleaning costs	\$750.00
2.	Carpet replacement	\$2,949.00
3.	Replacement of light bulbs	\$12.10
4.	Dump fees	\$32.40
5.	Labour to remove items	\$70.00
6.	Filing fee	\$50.00
	Total	\$3,863.50

Analysis

Based on the testimony of both parties and the documentary evidence on file, I find that tenant hired cleaners to clean the rental unit, but agreed that the cleaning was not complete. I find that the landlord incurred additional costs to clean the unit and therefore I award the landlord his claim of \$750.00 for the cost of cleaning.

Based on the correspondence between the two parties, I find that the tenant agreed that the burn marks on the carpet were caused by her roommate. She also agreed to cover the cost of a throw rug to be placed over the burn marks. Therefore I find that the tenant is responsible for the damage to the carpet. Since the carpet had burn marks, it needed to be replaced and the landlord incurred a cost of \$2,949.00 to do so.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the carpet. As per this policy, the useful life of a carpet is ten years. The landlord stated that the carpets were no more than five years old. Based on the above, I find that the approximate prorated value of the balance of the useful life of the carpet was \$1,474.50. Accordingly, I award the landlord this amount.

The landlord did not file any evidence to support his claim for the replacement of light bulbs and the tenant did not agree to pay for them. Therefore the landlord's claim is dismissed.

Based on the testimony of both parties, I find that the tenant did leave some of her belongings behind and the landlord incurred a cost to remove and dump them. The landlord filed proof of having incurred this cost and therefore I find that the landlord is entitled to his claim for the cost of removal and dumping of the items left behind by the tenant.

Since the landlord has proven most of his claim, I award him the recovery of the filing fee.

The landlord has established the following claim:

1.	Cleaning costs	\$750.00
2.	Carpet replacement	\$1,474.50
3.	Replacement of light bulbs	\$0.00
4.	Dump fees	\$32.40
5.	Labour to remove items	\$70.00
6.	Filing fee	\$50.00
	Total	\$2,376.90

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$2,376.90. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$2,376.90**.

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 10, 2013

Residential Tenancy Branch

