



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The hearing was conducted by conference call. The tenant called in with his agent and the landlord attended with her daughter, who acted as translator.

Issue(s) to be Decided

Is the tenant entitled to a monetary award in the amount of his deposit, or of double the amount?

Is the landlord entitled to a monetary award for the cost of carpet replacement and cleaning?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began on February 1, 2012. Monthly rent was \$2,780.00 and the tenant paid a security deposit of \$1,390.00 on January 25, 2012. The tenancy was for a fixed term and the tenant moved out on January 31, 2013 at the end of the fixed term. The tenant said that when the tenancy ended the landlord took part in a condition inspection of the rental unit. He said that he hired professional cleaners to clean the whole unit and they did so on January 31, 2013, the day he moved out. He said that the landlord inspected the unit with him after he moved out and she promised to send him the security deposit the next day. The tenant said the landlord completed a rental verification form for his new landlord and in it she confirmed that the rental unit was in acceptable condition at the end of the tenancy. The tenant did not submit any documentary evidence to show that he gave the landlord his forwarding address in writing at the end of the tenancy. There was no completed condition inspection form to record the results of the condition inspection.

The landlord testified that the tenant caused damage to the rental unit, particularly to the carpet. She said the damage was caused by a pet dog that belonged to the tenant's girlfriend. The landlord said that the girlfriend lived in the rental unit with her dog, contrary to the terms of the tenancy agreement. The landlord submitted surveillance photographs that she said showed the tenant's girlfriend allowing the dog to urinate outside the entrance to the rental property. She submitted a statement from the building concierge who said that he witnessed the incident and mopped up the entrance way afterwards.

The landlord submitted photographs of the carpet that she testified showed the stains made by the dog that could not be removed. She submitted an invoice in the amount of \$1,427.00 which was the cost to replace the carpet with laminate flooring and to remove and dispose of the old carpeting. The landlord claimed for the cost to replace the carpet and for a \$125.00 charge incurred by her new tenant to clean the kitchen and bathroom. The landlord said at the hearing that the carpet was approximately 6 years old at the end of the tenancy.

The landlord said that she did not receive a forwarding address in writing from the tenant. She attended at the address that the tenant provided in his application for dispute resolution to deliver evidence in support of her application and discovered that the address was a rented mailbox at a UPS store.

The tenant said that the girlfriend was just a visitor to the rental unit and he denied that the carpets were badly stained during the tenancy.

Analysis and conclusion

The Residential Tenancy Policy Guideline with respect to the useful life of building elements provides that the useful life of carpets is 10 years, dependent upon usage and the initial quality of the carpet. The landlord's photographs of the carpets show that they were significantly stained and soiled when the tenancy ended. I accept the landlord's testimony that they were not stained when the tenancy began and because the stains could not be removed, they had to be replaced as requested by her new tenant. The evidence shows that apart from the stains that could not be removed the carpets in the rental unit were in reasonably good condition and that they were in good condition at the beginning of the tenancy. The landlord may have signed the tenants' form given to his new landlord, but it was the new landlord's verification form and I do not consider it to be an informed or determinative statement by the landlord about the condition of the rental unit at the end of the tenancy. I accept the landlord's evidence that the carpets

were stained during the tenancy; that they could not be satisfactorily cleaned and they had to be replaced. Having regard to the fact that the carpets were 6 years old when they were replaced, the landlord is not entitled to recover the full cost of carpet replacement. I find that the carpets had about 60% of their useful life remaining when they were replaced with new flooring and I therefore find that the landlord is entitled to recover 60% of the cost of new flooring or the sum of \$856.00. I award the landlord the sum of \$125.00 for additional cleaning and the \$50.00 filing fee for her application for a total award of \$1,031.00.

The tenant has not provided evidence to show that he provided his forwarding address in writing to the landlord prior to making his application and I therefore decline to award him double the amount of his security deposit. I order that the landlord retain the sum of \$1,031.00 from the security deposit that she holds. I order that the landlord return the balance of the security deposit to the tenant forthwith and I grant the tenant a monetary order for the balance that remains of the security deposit after the deduction, namely: the sum of \$359.00. 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: June 14, 2013

Residential Tenancy Branch

