



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD and FF

### Introduction

By application of March 12, 2013, the landlord sought a monetary award of \$1,898.42 for damage to the rental unit including stain removal and carpet replacement costs, recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance owed.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to monetary award for the claims submitted and in what amounts.

Claims in damages require that several factors be taken into account: whether damages are proven and attributable to the tenants, the comparison of move-in vs. move-out condition inspection reports, normal wear and tear, depreciation, and whether amounts claimed are proven and reasonable. Damage or loss due to non-compliance with the legislation or rental agreement requires the claimant to take reasonable steps to minimize the loss claimed. The burden of proof falls to the applicant.

### Background, Evidence and Analysis

This tenancy began on February 15, 2011 under a one-year fixed term rental agreement, renewed to end on February 13, 2013. Rent was \$1,790 per month and the landlord holds security and pet damage deposits of \$895 and \$450 respectively, paid at the beginning of the tenancy.

The tenants vacated on February 14, 2013 and the parties completed the move-out condition inspection report on February 27, 2013.

The landlord's application arose from a claim that the tenants' dog had caused a number of stains in the carpeting in the rental unit. The tenants argue that the staining was minimal, that there was some staining at the beginning of the tenancy, and such additional stains as were found at the end of the tenancy are normal wear and tear.

As a matter of note, the landlord sold the rental unit with a closing date of March 20, 2013 and stated that the condition of the carpet was a negotiating factor in the unit selling at \$10,000 below the listed price.

The landlord submitted into evidence a copy of the rental agreement, move-in/move out condition inspection reports, photographs, an estimate for the cost of replacing the carpet and an invoice for a failed attempt to treat the staining. The landlord stated that the carpet was five years old at the end of the tenancy.

The tenants submitted into evidence a copy of an invoice showing that they had the carpets professionally cleaning at a cost of \$118.72 on February 9, 2013 and the landlord submitted a copy of the invoice for attempted stain removal on March 6, 2013 at a cost of \$166.88.

The landlord claims and I find as follows:

**Stain removal - \$166.88.** In addition to staining in four rooms noted on the move-out condition inspection report, the tenants' invoice for carpet cleaning notes on its second page that there are red wine spots on the dining room, and that pet stains may not come clean.

Notwithstanding the tenants' claims that the landlord's photographs exaggerate the stains, I find that the tenants' invoice, inspection reports and the photographs together establish that the stains existed and are attributable to the tenants' pet. Therefore, this claim is allowed in full.

**Estimated cost of carpet replacement - \$1,751.34.** While the tenants noted that the rental unit had been sold and the carpets had not been replaced, it is not essential that a party making a claim for damage to their property replace that property in order to qualify for compensation. In addition, while the tenants argued that the visibility of the staining had been diminished by cleaning and spot treatment, pet staining can penetrate to the underlay and result in lingering odours. Therefore, I find that the landlord is entitled to some compensation for the diminishment of value to the rental unit.

In setting an amount, I note that standard depreciation tables place the useful life of carpets at 10 years. I accept the evidence of the landlord that the carpets in question were five years old and depreciate them by half. As the claim is based on one estimate and the tenants challenge the estimate as based on better quality carpets, I grant them the benefit of the doubt and reduce the award by a further \$200. Thus, on the claim, I award  $\$1,751.34/2 = \$875.67 - \$200 = \$675.67$ .

**Filing fee - \$50.** As the landlord's application has substantially succeeded on its merits, I find that she is entitled to recover the filing fee for this proceeding from the tenant.

**Security and pet damage deposit – (\$895 + \$450 - award to landlord).** As authorized by section 72 of the *Act*, I order that the landlord may retain the amount owed to her from the security and pet damage deposits and must return the balance forthwith.

Thus, I find that accounts balance as follows:

<b>Tenants' Credits</b>		
Security deposit (No interest due)	\$ 895.00	
Pet damage deposit (No interest due)	<u>450.00</u>	
Sub total	\$1,345.00	\$1,345.00
<b>Award to landlord</b>		
Stain removal	\$ 166.88	
Estimated cost of carpet replacement	675.67	
Filing fee	<u>50.00</u>	
Sub total (amount of deposits retained by landlord)	\$892.55	<u>- 892.55</u>
<b>TOTAL (Amount to returned to tenants)</b>		<b>\$ 452.45</b>

Conclusion

The landlord is authorized to retain \$892.55 from the tenants' security and pet damage deposits and must return the remainder of \$425.45.

To that end, the tenants' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$452.45** for service on the landlord.

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 06, 2013

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Residential Tenancy Branch

