



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND

Introduction

This is an application for a monetary order for \$2803.38, and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the landlord shown that the tenant caused \$2803.38 in damages to the rental unit during the tenancy?

Background and Evidence

The applicant testified that:

- They replaced the carpets in the rental unit with new carpets shortly before the tenant moved into the rental unit.
- When the tenant moved out of the rental unit the carpets were destroyed and had to be replaced.
- Carpets had bleach stains, nail polish, ink, and numerous other stains which made them impossible to repair or clean.
- The tenant also caused damage to the powder room door, and as a result a replacement door and lock had to be purchased.
- The tenant's also cause damage to metal doors and as a result those doors had to be repaired and repainted.

They are therefore requesting a monetary order as follows:

Cost to replace carpets	\$1554.52
Labour to replace carpets	\$952.00
Cost of powder room door and lock	\$46.86
Labour to repair powder room door and metal doors	\$250.00
Filing fee	\$50.00
Total	\$2853.38

The respondent testified that:

- She does not dispute the claims for replacing the powder room door, or repairing the metal doors.
- The only thing she does dispute is the replacement of the carpets.

- She admits that some of the carpets did have bleach stains, nail polish stains, etc. however the landlord made no attempt to clean the carpets.
- Further the carpet in the master bedroom had no damage whatsoever and yet the landlord replaced that carpet as well.
- She therefore believes that the amount claimed for the damage to the carpets is excessive.

In response to the tenant's testimony the landlord testified that:

- They had to replace the carpet in the master bedroom, because all the carpets in the house matched and they were unable to find an exact match to the carpet that was in the master bedroom. Therefore to keep the continuity and flow of the carpets throughout the house they had to replace them all.
- There is no way that the carpets could've been cleaned, because bleach stains and nail polish cannot be removed by cleaning

Analysis

The tenant is not disputing the claims for the damaged powder room door or the damaged metal doors, and therefore I allow that portion of the claim.

It's also my decision that I will allow the majority of the landlords claim for replacing the carpets. It's obvious from the photo evidence that the carpets in the rental unit were badly stained, and although the landlord did not attempt to clean them I find it very unlikely that carpet cleaning would've removed the damage to these carpets.

It's also my decision that is reasonable for the landlord to replace the master bedroom carpet along with the other carpets because all the carpets in the rental unit matched and its reasonable that the replacement carpet should also match.

I will not allow the full amount claimed however, because carpets have an expected useful life of 10 years, and these carpets were two years old. I therefore will allow 80% of the replacement cost of the carpet and labour to account for normal depreciation.

I also allow recovery of the filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

80% of the carpet cost	\$1243.62
80% of the carpet labour	\$761.60
Replace powder room door	\$46.86
Labour to replace powder room door and repair metal doors	\$250.00
Filing fee	\$50.00
Total	\$2352.08

Conclusion

I have issued a monetary order in the amount of \$2352.08, and the remainder of this monetary claim is dismissed without leave to reapply.

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 18, 2013

Residential Tenancy Branch