



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and both tenants participated in the conference call hearing.

At the outset of the hearing, the tenants stated that they had received all of the landlord's evidence except the move-in condition inspection report. The tenants further stated that they were never given a copy of the report at any time. The landlord stated that his wife did give the tenants a copy of the report; however, the landlord's wife was not available to give testimony in the hearing. I found that as the tenants were not served with a copy of the report, it was not admissible evidence. The tenants did not submit any documentary or photographic evidence. I heard testimony from the landlord and the tenants. I have reviewed all testimony and other admissible evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on March 15, 2012. Rent in the amount of \$1350 was payable in advance on the fifteenth day of each month. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$675 and a pet deposit of \$675. The tenancy ended on March 15, 2013.

### *Landlord's Evidence*

The landlord stated that on February 26, 2013 the tenants called the landlord to inform him that they would be vacating the rental unit two weeks later. When the landlord attended the rental unit on March 15, 2013, the tenants were gone. The landlord discovered extensive damage to the flooring in the rental unit, mostly caused by dog urine. Further, there were holes in the walls and cleaning that needed to be done. The landlord stated that he is no longer renting the unit, and is planning to sell it.

The landlord claimed the following amounts:

- 1) \$6670.32 for flooring in the front room, dining room, stairs, hall and bathrooms
- 2) \$1258.30 for flooring in the utility room, laundry room and bathroom
- 3) \$1308.68 for flooring in the family room
- 4) \$200 to repair the holes in the walls
- 5) \$400 for cleaning
- 6) \$1350 for one month's rent – March 15 to April 14, 2013.

The landlord submitted invoices and 44 photographs to support his application.

### *Tenants' Response*

The tenants acknowledged that cleaning was required, except behind the washer and dryer, which they were not required to move in order to do cleaning. The tenants also acknowledged the dirty shower curtain. However, the tenants felt that \$400 for cleaning was excessive.

In regard to damage to the carpets, the tenants acknowledged that there were some stains caused by their dog, but the previous occupant of the unit was the landlord, and he had a dog there as well. Therefore, the landlord cannot prove that all the damage was done by the tenants' dog.

The tenants acknowledged that there were two large holes in the walls and one smaller one, which the tenants stated they repaired themselves.

### Analysis

Upon consideration of the evidence, I find as follows.

As the move-in inspection report was excluded, the landlord could not establish the condition of the carpeting at the beginning of the tenancy. However, the tenants did acknowledge that their dog caused some stains on the carpeting. The landlord's

photographs show significant damage to several areas of carpeting. The landlord provided an invoice which shows that the carpeting was installed in June 2009, and a quote for replacement carpeting of like quality for \$6670.32 before tax. I accept the landlord's evidence that the tenants caused most, if not all, of the damage to the carpets. The Residential Tenancy Policy Guidelines set the average useful life of carpet as 10 years. This carpeting is four years old, and it has therefore depreciated 40 percent. I therefore grant the landlord 60 percent of his claim for the carpeting, in the amount of \$4002.19.

The landlord did not provide the age of the linoleum or the laminate flooring. He submitted one photograph of a hole in some linoleum, and one photograph of some damage to the laminate flooring. The photographs do not clearly depict the size or extent of the damage. As I cannot determine depreciation or gauge the extent of the damage, and the landlord cannot establish whether this damage was pre-existing, I dismiss these portions of the landlord's claim.

The landlord's photographs clearly show four holes in the walls that required repairs or further repairs. I therefore find that the landlord is entitled to the amount claimed for repairing holes in the walls, in the amount of \$200.

The tenants acknowledged that some cleaning was required, but they stated that the total of \$400 was unreasonable. Further, tenants are not required to clean under or behind heavy appliances unless they can be easily moved, and the landlord did not provide evidence that the washer and dryer were easily moveable. The landlord's photographs show several items that required cleaning, and based on that evidence I find that the landlord is entitled to half of his claim for cleaning, in the amount of \$200.

The landlord stated that he decided to sell the unit rather than rent it again. Therefore, the landlord did not suffer any loss of revenue, and I dismiss his claim for one month's rent.

As the landlord was partially successful in his claim, I find that he is entitled to partial recovery of his filing fee, in the amount of \$50.

Conclusion

The landlord is entitled to \$4452.19. I order that the landlord retain the security and pet deposits of \$1350 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3102.19. 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: July 15, 2013

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Residential Tenancy Branch