



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MND

### Introduction

This is an application for a Monetary Order for \$350.00, an application to recover the \$50.00 filing fee, and an application to retain the full security deposit of \$342.50 towards the claim.

A substantial amount of documentary 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 applicant established a monetary claim for \$350.00?

Has the applicant established the right to retain the tenant's full security deposit towards this claim?

Should I order recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- The carpets in the rental unit were replaced approximately 4 years ago and were in very good condition when the tenant moved in.

- A move in inspection report was compiled when the tenant moved in and at that time there was no damage to the carpet.
- When the tenant moved out there was a large coffee stain on the carpet that would not come out when the tenant's professional carpet cleaners attempted to clean the carpet.
- I've provided a copy of the invoice from the carpet cleaning company they clearly states that the coffee stain would not come out.
- The estimated cost to replace the carpet was going to be approximately \$1000.00.
- To save money, instead of replacing the wall-to-wall carpet I instead purchased an area rug to cover the area.
- I am therefore requesting that the respondent be held responsible for the cost of that area rug, and that she be allowed to keep the full security deposit to cover the cost of that damage.

The respondent testified that:

- The carpet was stained by coffee during his tenancy however he arranged to have the carpets professionally cleaned when he vacated the rental unit.
- He was not present when the professional carpet cleaners cleaned the carpets and therefore he does not know whether or not they were able to remove the coffee stain.
- Therefore there may still have been the coffee stain in the carpet after the carpets were cleaned.

### Analysis

First of all, I will not make any order regarding the security deposit as the security deposit was dealt with in a previous dispute resolution hearing.

It is my finding however that the landlord has shown that the carpet in the rental unit was damaged during the tenancy.

Further it is also my finding that the landlords claim for the cost of replacing the carpet with a much cheaper area rug is very reasonable.

I therefore will allow the landlords claim for the cost of that area rug. The landlord has supplied an invoice that shows that the cost for that area rug totaled \$334.88 and I therefore will allow that full amount.

I also allow the applicants request for recovery of the \$50.00 filing fee.

Conclusion

I have allowed a total claim of \$384.88 and I've issued a Monetary Order in that amount.

The remainder of this 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: August 21, 2013

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Residential Tenancy Branch

