



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, 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. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

Both parties agree that the tenancy began on August 1, 2010 and that the tenant vacated on July 11, 2013. The tenants were obligated to pay \$1303.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$600.00 security deposit. Condition inspection report at move in was done with both parties present. The landlord conducted the move out condition inspection alone. The tenant stated that she did not like confrontation and was dealing with personal issues at the time and chose not to attend.

The landlord is the sole applicant in this matter and I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$396.00 for the replacement of two basement doors. The tenant agreed with this claim. Based on the tenants' acknowledgement of responsibility I find that the landlord is entitled to \$396.00.

Second Claim – The landlord is seeking \$6245.29 for the replacement of carpet, underlay, labour and the sanitizing of floors. The landlord stated that the carpets were installed in 2005 and were in excellent shape when the tenant took possession. The tenant disputes that the carpets required replacing. The tenant stated that she was

responsible for one small stain and one two inch burn hole but did not feel replacement was warranted. Residential Policy Guidelines Section 40 outlines the “Useful Life of Building Elements” and states that carpets useful life is ten years. I have reviewed the condition inspection report and that photos submitted by the landlord and agree with the landlords submission that the tenant caused excessive wear and tear and should be entitled to a higher than normal amount. The landlord was seeking reimbursement for the full amount of the costs to replace the carpets. I find that the reasonable and appropriate amount the landlord is entitled to be 50% of the costs. I find that the landlord is entitled to \$3122.65.

Third Claim – The landlord is seeking the recovery of costs to clean, repair, paint and replace items in the suite to bring it up to a reasonable condition. The landlord is seeking \$4864.22. The tenant disputes this portion of the landlords claim in its entirety. The tenant stated that she had lots of pictures and evidence to dispute this claim but didn't know she had to submit it for this hearing.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The landlord submitted a condition inspection report along with photos. The landlord also submitted receipts for some of the items but not all. The landlord conceded that many of the documents were “quotes” for work that has yet to be conducted. The landlord has not proven “out of pocket” costs as required and has not met ground #3 as above. The landlord gave a long and detailed list of items but for clarity and brevity I do accept the claims as made that are listed in the condition inspection report and the corresponding receipts. I find that the landlord is entitled to \$1884.66 for parts and materials + \$500.00 for labour costs to paint the suite for a total amount of \$2384.66.

Conclusion

In summary, the landlord has been successful in the following claims:

Door Replacement	\$396.00
Carpet Replacement	\$ 3122.65
Parts/Material/Labour	\$2384.66
Filing Fee	\$100.00
	\$
	\$
Total:	\$6003.31

The landlord has established a claim for \$6003.31. I order that the landlord retain the \$600.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$5403.31. 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: October 31, 2013

Residential Tenancy Branch

