



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Associated Property Management (2001) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNDC, MNSD

Introduction

This is an application for a Monetary Order for \$3000.00, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit of \$387.50 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

Is the landlord entitled to a Monetary Order in the amount of \$3000.00?

Background and Evidence

The applicant testified that:

- First of all she wants to state that they are withdrawing their \$30.00 claim for cleaning.
- During the tenancy a screen went missing and the cost to replace that screen is \$55.62 for materials and labour.
- During the tenancy new carpets were installed in the rental unit however at the end of the tenancy the carpets were badly stained and, as a result, the carpets

have to be replaced in the master bedroom and the living room, and it have to be patched in the second bedroom.

- Right on the move out inspection report it was stated that quotes were required for carpet replacement cost and the new screen, and the landlord's agent signed that move out inspection report. Therefore the tenant's agent was well aware of the need for replacement of the carpets and the screen at the time of the move out inspection.

They are therefore requesting a reduced Monetary Order as follows:

Replace window screen	\$55.62
Replace master bedroom and living room carpets	\$2257.50
Patch second bedroom carpet	\$36.75
Filing fee	\$50.00

Total	\$2399.87

The respondent testified that:

- There is no mention of the window screen on the move in inspection report, and therefore they have no way of knowing whether or not there was one in place at the beginning of the tenancy.
- They disagree with the claim for replacing the carpets in the rental unit, as they do not agree that the carpets were left in poor enough condition to require replacing.
- They offered to do a second cleaning of the carpets however that offer was declined and therefore do not believe they should be paying for replacement of carpets.
- She did sign the move out inspection report, and the information about the carpets and window screen was on the report; however she disagreed with the report at the time but was pressured into signing the report by the landlord.(A claim that the landlord adamantly denies)

Analysis

It's my finding that the landlord has established the full reduced amount claimed.

There is no mention of any missing window screen on the move in inspection report; however it is listed as missing on the move out inspection report. The move in inspection report was the chance for the parties to list any deficiencies, and since of

missing screen was not listed on that report I must assume that the screen was in place at the beginning of the tenancy.

The parties agree that new carpets were put in the rental unit during the tenancy, and it is clear from the move out inspection report that the carpets were stained at the end of the tenancy. It's also clear from the move out inspection report that the parties agreed that quotes would be required for replacing the carpets. I find it hard to believe that the tenant's agent would have signed the move out inspection report if she didn't agree that the carpets need replacing.

The tenants agent claims she was pressured into signing the move out inspection report, however there is no evidence to support that claim and the landlord denies pressuring the agent to sign the report.

Conclusion

I have allowed the landlords full reduced claim of \$2399.87 and I therefore order that the landlord may retain the full security deposit of \$387.50, and I've issued a Monetary Order in the amount of \$2012.37.

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 08, 2013

Residential Tenancy Branch

