



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit – Section 67;
2. An Order to retain all or part of the security deposit – Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on August 2, 2012 and ended on July 31, 2013. Rent of \$1,375.00 was payable monthly and at the outset of the tenancy the Landlord collected \$687.50 as a security deposit.

The Landlord states that the Tenants left the carpets in the unit dirty and stained requiring the cleaning of all carpets (master and guest bedroom, hallway and stairs) and

the replacement of the master bedroom carpet that was obviously stained by bleach in three areas. The Landlord states that the entire carpeted area was steam cleaned. Upon further questioning as to why the master bedroom carpet would be steam cleaned if it was being replaced due to obvious stains by bleach, the Landlord stated that the master bedroom carpet was not steam cleaned. It is noted that the receipt for carpet cleaning notes the "unit" was cleaned. The Landlord claims \$141.75.

The Landlord states that given the three stains on the master bedroom carpet, the carpet had to be replaced. The Landlord states that he does not know the size of the stains and that no photos were taken of the carpet. The Landlord states that while the carpet was still useable as a carpet, the stains left the carpet unsightly and that if left as is, either the unit would not rent or it would cause a reduction in the value received to rent the unit. The Landlord does not know what that value may be. The Landlord states that the carpets were new in 2007. The Landlord states that the unit was re-rented \$1,450.00. The Landlord reduces his claim of \$979.20 as the cost to replace the carpet by \$150.00 for a total claim of \$829.29. It is noted that the invoice provided for the claim includes a charge of \$85.00 plus tax for carpet repair to the guest bedroom carpet.

Analysis

Section 37 of the Act provides that at the end of a tenancy a tenant must leave the unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Given the contradiction in the Landlord's evidence in relation to whether or not the master bedroom carpet was steam cleaned, I find that the Landlord has failed to substantiate

that the amount claimed is clearly and obviously justified. I do find however that the Landlord has substantiated a reasonable amount of **\$100.00** for the cost of steam cleaning the unit carpets with the exception of the master bedroom carpet.

The Residential Policy Guideline on the useful Life of Building Elements indicates that carpets have a useful life of ten (10) years. As the carpets only had a likely three years of useful life left, considering that the master bedroom carpet was still useful as a carpet and considering that no photos were provided indicating the extent of the unsightliness of the carpet, I find that the Landlord has failed to substantiate that the amount claimed is clearly and obviously justified. Accepting the Landlord's evidence that the carpet was unsightly to some extent, I find that the Landlord has at best substantiated a reduced amount of **\$262.20**. I base this amount on the spread of a replacement cost of \$874.00, the cost indicated in the invoice in relation to the master bedroom carpet only, over 10 years with an average yearly cost of \$87.40 and the loss of three years of useful life.

As the Landlord has been partially successful, I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$412.20**. Deducting this amount from the security deposit of \$687.50 plus zero interest leaves **\$275.30** to be returned to the Tenant forthwith.

Conclusion

I Order the Landlord to retain \$412.20.00 from the security deposit plus interest of \$687.50 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for the amount of **\$275.30**. If necessary, 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: November 29, 2013

Residential Tenancy Branch

