



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for cleaning, repairs and the filing fee. The landlord also applied to retain a portion of the security deposit in satisfaction of the claim.

The landlord sent a copy of her application and the notice of hearing to the tenant by registered mail on September 24, 2013, to the forwarding address provided by the tenant and filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for cleaning, repairs and for the recovery of the filing fee? Is the landlord entitled to retain a portion of the security deposit?

Background and Evidence

The tenancy started on February 01, 2010 for a fixed term of one year. Prior to moving in, the tenant paid a security deposit of \$645.00 and a pet deposit of \$645.00. The tenant moved out on June 30, 2013. Move in and move out inspection reports were filed into evidence. The landlord filed photographs and estimates to support her claim for the following:

1.	Replace light bulbs	\$5.00
2.	Replace four blinds	\$240.80
3.	Clean patio	\$30.00
4.	Pet urine odour remover	\$22.38
5.	Clean carpet	\$30.00
6.	Replace carpet	\$737.45
7.	Filing fee	\$50.00
	Total	\$1,115.63

Analysis

Based on the evidence and testimony of the landlord I find that the tenant's cat caused damage to the carpet and blinds.

Sec. 40 of the *Residential Tenancy Policy Guideline* addresses the useful life of an item. I will use this guideline to assess the remainder of the useful life of the carpet and the blinds. As per this policy, the useful life of carpets and blinds is ten years. The landlord testified that the house was renovated approximately six years ago and therefore at the end of the tenancy the carpet and the blinds had 4 years of useful life left. Accordingly, I find that the landlord is entitled to \$294.98 for the carpet and \$96.32 for the blinds, which is the prorated value of the remainder of the useful life of these items.

Based on the undisputed testimony, documents and photographs filed into evidence I find that the landlord has proven her claim as follows:

1.	Replace light bulbs	\$5.00
2.	Replace four blinds	\$96.32
3.	Clean patio	\$30.00
4.	Pet urine odour remover	\$22.38
5.	Clean carpet	\$30.00
6.	Replace carpet	\$294.98
7.	Filing fee	\$50.00
	Total	\$528.68

Overall the landlord has established a claim of \$528.68. I order that the landlord retain this amount from the pet and security deposits.

Conclusion

The landlord may retain \$528.68 from the deposits and must return \$761.32 to the tenant within fifteen days of receipt of this decision.

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 22, 2013

Residential Tenancy Branch