



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR 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.

Despite having been personally served with the application for dispute resolution and notice of hearing on September 10, 2013, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 2012. Rent in the amount of \$800 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400.

The landlord's evidence was that the tenant did not pay rent for August 2013, and then she started moving out of the rental unit in mid-August 2013. The tenant had taken out the carpet in the unit, left the oil tank empty, demolished the smoke detector and left garbage in the unit. The landlord claimed the following compensation:

1. \$800 for August 2013 rent;
2. \$443.20 in materials and \$400 in labour to replace carpet;
3. \$659.23 to refill the oil tank;
4. \$17.60 to replace smoke detector; and
5. \$25.20 for garbage removal.

In support of his claim, the landlord submitted photographs of the rental unit, a copy of the tenancy agreement and copies of letters between the landlord and the tenant. In one of her letters the tenant acknowledges that she could not pay the rent for August 2013. In the tenant's second letter, she states that she should not have to pay for the carpets, as they were more than 30 years old.

Analysis

Upon consideration of the evidence, I find as follows. The landlord has provided sufficient evidence to support his claim, with the exception of the amount claimed for carpet materials and labour. The landlord did not indicate the age of the carpets, and he did not provide a move-in inspection report to establish the condition of the carpets at the outset of the tenancy. The average useful life of carpets, as set out in the Residential Tenancy Policy Guidelines, is 10 years. Therefore, if the carpets were more than 10 years old, their value would have depreciated to zero, and the landlord would not be entitled to compensation for the carpets or labour to replace the carpets.

As the landlord's claim was mostly successful, he is also entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

The landlord is entitled to \$1552.03. I order that the landlord retain the security deposit of \$400 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1152.03. 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: January 3, 2014

Residential Tenancy Branch

