



# 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 damage – Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each 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?

### Background and Evidence

The tenancy started on October 20, 2012 and ended on October 23, 2013. Rent of \$1,250.00 was payable monthly and at the outset of the tenancy the Landlord collected \$625.00 as a security deposit.

The Landlord states that the Tenant failed to clean the carpet and left a stain on the carpet that could not be removed and claims the costs for cleaning and replacement. The Tenant does not dispute the claim of \$60.00 for the cleaning. The Landlord provided two estimates for the replacement of the carpet: one of \$625.00 that includes the cost of removing the old carpet and one for \$333.00. The carpet has not been removed and a new tenant is in the unit at the same rental rate and is satisfied with the

shape of the carpet. The Tenant states that while the stain did occur from the placement of a tire on the carpet, it was minimal and part of normal wear and tear as the unit was only 400 square feet and had no storage.

### Analysis

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 agreement of the Tenant I find that the Landlord has substantiated an entitlement to **\$60.00** for the cost of cleaning the carpet. Given the Landlord's evidence that includes photos I find that the Tenant did leave a stain beyond normal wear and tear. As the Landlord has not replaced the carpet and the stain has only affected the aesthetic value of the carpet which is still useable for the new tenant, I find that the Landlord has established a nominal sum of **\$100.00** for the reduction in the value of the carpet. As the Landlord has only been minimally successful, I find that the Landlord is only entitled to recovery of half the filing fee in the amount of **\$25.00** for a total entitlement of **\$185.00**. Deducting this amount from the security deposit of **\$625.00** plus zero interest leaves **\$440.00** to be returned to the Tenant forthwith.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$440.00**. 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: February 19, 2014

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Residential Tenancy Branch

