



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR

Introduction

This is an application for a Monetary Order for \$6714.18, and a request for recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence, photo 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

Has the applicant established a monetary claim against the respondent in the amount of \$6714.18?

Background and Evidence

The applicants have submitted a claim as follows:

Filing fee from previous hearing	\$50.00
Landfill costs	\$20.00
Flooring replacement	\$3796.25
Carpet cleaning	\$105.00
Locksmith costs	\$61.95
Replace lock	\$80.56
Writ of Possession and Notary costs	\$95.00
Cost to rent a garbage bin	\$225.75
Cleaning supplies	\$42.94
Painting supplies	\$189.64
Photo evidence costs	\$42.00
Grass seed, cleaning supplies, light bulbs, and paint	\$247.77
Main door lock and baseboard costs	\$98.92
Concrete floor sealing paint, plus Ceiling paint	\$158.96
July 2013 rent	\$1000.00
Landlord's lost wages/labour costs	\$500.00
Total	\$6714.74

The tenants testified that:

- They accept a large portion of the claim however the portions they are questioning are as follows:
 1. They do not dispute that the carpet in bedroom number one had to be replaced, however the question whether or not the carpets in bedroom number two and the living room required replacement, as the landlord has provided no photo evidence of these carpets.
 2. They also question the age of the carpets and believe that they should not have to pay the full amount as the landlord has not taken depreciation into consideration.
 3. They also question whether or not replacing the carpets with laminate flooring is more expensive than replacing the carpets with carpeting.
 4. They also believe that Veterans Affairs paid for the locksmith and the cost of replacing the lock.
 5. They also question the landlords claim for lost wages as there is no supporting evidence.
 6. I also question the cost of grass seed, as they had seeded the worn area at the end of June 2013.
 7. They also point out that the landlord holds a security/pet deposit totaling \$600.00 that the landlord has failed to deduct from the amount claimed.

In response to the tenant's testimony the landlords testified that:

- All three carpets were in very poor condition and were badly stained and as a result all three had to be replaced.
- The age of the carpets were as follows:
 - The bedroom carpets were 7 years old.
 - The living room carpet was 3 years old.

- You can see by the estimate supplied by the restoration company, that the cost of replacing the flooring with carpeting would have been as expensive, if not more expensive than replacing it with laminate.
- They never received any money from Veterans Affairs for the locksmith or the cost of replacing locks, and they believe that money was paid directly to the tenant.
- The claim for lost wages, is really a claim for the landlords time spent dealing with cleaning and repairs of the rental unit and although it took a full month they are really only claiming for two weeks.
- They question whether the tenant planted any grass seed, as there was a large bare patch that they themselves had to re-seed at the end of the tenancy.

Analysis

I will not make any finding on the undisputed portions of the claim, other than the claim for the filing fee from the previous dispute resolution hearing. It's my understanding that the arbitrator awarded the filing fee in that hearing, and therefore I have no authority to award it again. If the applicants do not have a copy of that Order, they will have to request a copy from the Residential Tenancy Branch.

The tenants have questioned whether the carpets in the second bedroom and the living room required replacing however after reviewing the evidence provided and the testimony, I find , on the balance of probabilities, that the carpets in two-bedrooms and the living room all required replacement.

I also find that the landlords have shown that replacing the carpets with laminate flooring was no more expensive than had they replaced the flooring with new carpeting.

I will not however allow the full amount claimed for replacing those carpets because depreciation must be taken into consideration. Carpets are considered to have a useful

life of 10 years, and therefore since the bedroom carpets are already seven years old, they must be depreciated by 70%, and since the living room carpet was three years old it must be depreciated by 30%.

I have calculated the approximate square footage of the carpets in the three rooms from the documents provided by the landlords and it's my finding that the two-bedrooms account for 61% of the carpet replaced, and the living room accounts for 39% of the carpet replaced.

Therefore since the total replacement cost amounted to \$3796.25, the portion allotted to the bedrooms equals 61% of that cost or \$2315.71, and the portion allotted to the living room amounts to 39% of that cost for \$1080.54.

Therefore using the depreciation amounts stated above, I've allowed 30% of the cost of the bedroom flooring which equals \$694.71, and I've allowed 70% of the cost of the living room flooring which equals \$756.38.

Therefore the total amount I have allowed for the flooring is \$1451.09

As far as the claim that Veterans Affairs paid for the locks and locksmith, the tenant has provided no evidence in support of that claim, and therefore I will also allow that portion of the landlords claim.

It is also my finding that the applicant is provided no evidence to show that the grass had been re-seeded, and therefore I also allow the landlords claim for grass seed.

I also allow the landlords claim for lost wages/labour costs because it's my finding the amount of work required at this rental unit was extensive, and \$500.00 is a reasonable amount for the extensive amount of labour involved.

Therefore the amount of the landlord's claim I have allowed is as follows:

Total amount claimed	\$6714.18
Less filing fee from previous hearing	-\$50.00
Less carpet depreciation	-\$2345.16
Total amount allowed	\$4319.02

As I have allowed a large portion of the landlords claim I also Order recovery of the \$100.00 filing fee.

I will however deduct the amount of the security/pet deposit totaling \$600.00 off the amount, as the tenants have already signed that over to the landlord towards the damages.

Conclusion

I have issued a Monetary Order for the respondents to pay \$3819.02 to the applicants.

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: December 12, 2013

Residential Tenancy Branch

