



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Lions Court  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This was the hearing of an application by the landlord for a monetary award and an order to retain the tenants' security and pet deposits in partial satisfaction of the monetary award. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenants did not attend. The landlord served the tenants by sending the application and Notice of Hearing to the tenants by registered mail to the forwarding address that they gave to the landlord when the tenancy ended. The tenants did not pick up the registered mail and it was returned to the landlord as unclaimed.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began in October, 2013 for a one year term with rent in the amount of \$1,250.00 payable on the first of each month. The tenants paid a security deposit of \$625.00 at the start of the tenancy and paid a further \$625.00 as a pet deposit after the tenancy commenced. The landlord's representative testified that the tenants extensively damaged the suite before they moved out on March 3, 2014. The door to the rental unit was damaged when the police broke the door to obtain entry to the unit during a domestic dispute between the tenants, as well an interior door in the rental unit was broken and had to be replaced.

The landlord's representative testified that the carpet was so badly damaged by the tenants' pet that it had to be replaced. The landlord submitted invoices for the replacement of carpet and repairs and door replacement. The landlord claimed the following amounts supported by invoices:

- |  |            |
|--|------------|
| • Replacement of pet stained carpet:     | \$1,362.90 |
| • Repair of front door broken by police: | \$315.00   |
| • Invoice for cleaning and repairs:      | \$535.50   |
| • Replacement of keys/fobs not returned: | \$100.00   |

• Three days rent	\$120.97
Total:	\$2,434.37

### Analysis

The landlord did not provide pictures of any of the damage to the rental unit and did not submit a condition inspection report to establish the condition of the unit at the commencement of the tenancy. I accept the testimony of the landlord's representative that the entrance door was broken and had to be repaired. I allow the amount of \$315.00 as claimed for the door repair. The landlord's representative testified that the carpet was so badly stained that it had to be replaced, but the landlord did not provide evidence to show the condition of the carpet at the start of the tenancy; it was not new carpet and I therefore apply a discount factor to the carpet replacement to reflect the fact that the existing carpet has been replaced with new. I allow the sum of \$750.00 for carpet replacement to take into account betterment in the form of a new carpet. The landlord's invoice for cleaning and repairs included the sum of \$300.00 for the replacement of an interior door. I regard the amount claimed for cleaning and repairs to be excessive and I award the total sum of \$300.00 for cleaning and repairs. I allow the remainder of the landlord's claims in the amounts stated. The total amount awarded is the sum of \$1,585.97.

### Conclusion

The landlord is entitled to recover the \$50.00 filing fee, for a total award of \$1,635.97. I order that the landlord retain the security and pet deposits of \$1,250.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$385.95. This order may be registered 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: August 7, 2014

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Residential Tenancy Branch

