



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning, painting, the replacement of the carpet and drapes and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of cleaning, painting, the replacement of the carpet and drapes and for the recovery of the filing fee?

Background and Evidence

The tenancy started on May 01, 2012 and ended on March 31, 2014. The monthly rent at the end of the tenancy was \$825.00, due on the first of each month. Prior to moving in the tenant paid a security deposit of \$397.50.

A move in inspection was conducted at the start of tenancy and the landlord filed a copy of the report. All items were in good condition except for the stove that needed cleaning. The tenant signed in agreement. The tenant returned the keys on March 17, 2014 and the landlord conducted a move out inspection on March 18, 2014. The tenant was not notified of the date and time of the move out inspection and therefore did not attend. The unsigned report indicates that most items were left in a dirty condition.

The landlord testified that the carpet and drapes were smoke damaged and the tenant left the unit in a condition that required cleaning and painting.

The tenant agreed that he smoked inside the rental unit and did not clean prior to moving out and therefore also agreed to cover the cost of painting and cleaning.

The landlord filed photographs and invoices that support his testimony that the carpet was heavily stained and the unit was left in an unclean condition.

The landlord is claiming the following:

1.	Replace carpet	\$2,500.00
2.	Replace drapes	\$350.00
3.	Paint	\$600.00
4.	Cleaning	\$180.00
5.	Filing fee	\$50.00
	Total	\$3,680.00

Analysis

1. Replace carpet - \$2,500.00

The tenant agreed that he smoked inside the rental unit and therefore I find that the tenant is responsible for the smoke damage to the carpet and drapes. Both parties agreed that the carpet was in good condition at the start of tenancy. The photographs and invoice filed by the landlord indicate that the carpet was heavily stained and that the landlord incurred a cost of \$2,050.00 to replace the carpet. The landlord was unable to provide me with information regarding the age of the carpet.

Based on the above, I find that the carpet was in good condition at the start of tenancy and was heavily stained and smelt of smoke at the end of tenancy. Since the landlord was unable to provide me with information regarding the age of the carpet, I am unable to determine the balance of the useful life of the carpet at the end of tenancy. However, based on the information that I have regarding the conditions of the carpet at the start and end of tenancy, I find that the tenant is responsible for the damage and I award the landlord a portion of the cost required to replace the carpet. I find it appropriate to award the landlord \$1,025.00.

2. Replace drapes - \$350.00

Again the landlord was unable to give me information regarding the age of the drapes. Based on the above, I find that the drapes were smoke damaged and I award the landlord \$100.00 towards the cost of replacing them.

3. Paint - \$600.00
4. Cleaning - \$180.00

The tenant agreed to cover both these items.

5. Filing fee - \$50.00

The landlord has proven most of his case and therefore I award him the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Replace carpet	\$1,025.00
2.	Replace drapes	\$100.00
3.	Paint	\$600.00
4.	Cleaning	\$180.00
5.	Filing fee	\$50.00
	Total	\$1,955.00

I order that the landlord retain the security deposit of \$397.50.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,557.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,557.50**.

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: July 15, 2014

Residential Tenancy Branch

