



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed he received the Application for Dispute Resolution by registered mail. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenant did damages to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenant commenced living in the premises in 2010, a security deposit of \$500 was paid in February 2010 and rent was \$1000 a month when he returned possession of the suite to the landlord on February 4, 2015. The landlord claims as follows:

- i. \$240 for cleaning
- ii. \$250 for cleaning
- iii. \$1214.62 to replace the carpet as it was stained and had cigarette burns.

At move-out the tenant had provided a written document stating that he had not cleaned the unit. He said he had some physical problems. However, he objected to the double

cleaning cost and noted the form of invoice provided to him for one of the cleaning companies was not the same as provided in evidence; the one provided to him was handwritten with the landlord's name inserted in her own hand. I queried the landlord why that invoice was dated in March 2014, almost a year before the tenant moved while the other invoice was dated February 15, 2015 and appeared to be a professional invoice. I also noted that the address of the premises cleaned was not on the invoices. The landlord just said there must have been a typo.

The tenant also said the carpets were not new at move-in and he should not pay for new carpets. The landlord said the carpets were bought in May 2005 and they were not salvageable at the end of the tenancy. She provided photographs as evidence and said the tenant smoked so the smell of smoke was an added problem.

The parties agreed that the tenant had received one free month's rent pursuant to a prior hearing and the landlord reclaiming the property for her own use.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

The onus of proof is on the landlord to prove that the tenant did damage to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. I find the tenant agrees that he did not clean the unit and he signed a note to that effect. I find the landlord entitled to compensation of \$240 as invoiced by a Professional Company on February 2015. However, I find insufficient evidence to support the landlord's claim for a second cleaning in March. I find the invoice appears to be a year old and I do not find it credible that this was just a 'typo'; there is no description of the service provided or to what address it was provided. I find the tenant's objection to it is valid and I dismiss this portion of the landlord's claim.

I find the landlord's evidence credible that the carpets were not salvageable as her evidence is well supported by photographs and it was not denied by the tenant that he smoked and that there were stains on the carpets. I find the carpets were 9 years and 8 months old when the tenant vacated. The Residential Policy Guidelines assigns a useful life to items in rented premises which is designed to account for reasonable wear and tear. Carpets are assigned a useful life of 10 years (120 months) and these carpets were 116 months old so 96% of their useful life was used. I find the landlord entitled to recover 4% of the cost of replacement or \$48.58.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain a portion of the security deposit to offset the amount owing and to recover filing fees paid for this application. Enclosed is a monetary order in favour of the tenant for the balance of the security deposit.

Calculation of Monetary Award:

Cleaning cost allowed	240.00
Carpet allowance	48.58
Filing fee	50.00
Total award to landlord	338.58
Less security deposit (no interest 2010-15)	-500.00
Balance of Deposit to Tenant	161.42

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: April 01, 2015

Residential Tenancy Branch

