



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, MND, FF, RPP

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on May 20, 2015 the Application for Dispute Resolution, the Notice of Hearing, and 35 pages of evidence the Landlord submitted to the Residential Tenancy Branch on May 21, 2015 were sent to the Tenant, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to return personal property; and to recover the fee for filing this Application for Dispute Resolution. The Agent for the Landlord stated that the Tenant did not serve the Landlord with the Tenant's Application for Dispute Resolution.

On May 22, 2015 the Landlord submitted digital evidence and 3 pages that describe the digital evidence to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord stated that this evidence was served to the Tenant by registered mail on June 25, 2015. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary, I find that this evidence has been served in accordance with section 88 of the *Act*, and it was accepted as evidence for these proceedings.

Preliminary Matter

As the Tenant did not attend hearing in support of his Application for Dispute Resolution and there is no evidence that he served the Landlord with the Application for Dispute Resolution, I

find that the Tenant has failed to diligently pursue his Application. I therefore dismiss the Tenant's Application for Dispute Resolution, without leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and costs associated to repairing the damage?

Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on April 06, 2014 and ended on April 30, 2015;
- the Tenant paid a security deposit of \$930.00;
- a condition inspection report was completed, in the presence of the Tenant, on April 10, 2014;
- a condition inspection report was completed, in the presence of the Tenant, on May 01, 2015; and
- the Tenant provided a forwarding address on May 01, 2015, which was written on the condition inspection report.

The Landlord is seeking compensation, in the amount of \$3,410.54, for replacing carpet in the rental unit. The Agent for the Landlord stated that the carpet was in good condition at the start of the tenancy and that it was heavily stained at the end of the tenancy. She stated that the carpet needed to be replaced as the stains could not be removed.

The Landlord submitted a copy of a condition inspection report that was completed on May 01, 2015, which indicates the carpets are stained in various locations. The Landlord submitted digital images of the carpet, which show the carpets are stained in various locations.

The Agent for the Landlord stated that the Landlord obtained quotes for replacing the carpet with carpet that was of lesser quality than the original carpet. She stated that the Landlord opted to replace the carpet with laminate flooring, which cost approximately the same as replacing it was carpet that is of the same quality as the original carpet.

The Landlord submitted a receipt, in the amount of \$3,410.54, for installing laminate flooring. The Agent for the Landlord estimated that the carpets were five years old at the end of the tenancy.

The Landlord is seeking compensation, in the amount of \$168.92, for hotel costs. The Agent for the Landlord stated that the person who moved into the rental unit at the end of this tenancy was required to vacate the rental unit on May 11, 2015, to facilitate the flooring installation. The Agent for the Landlord stated that the Landlord paid for the cost of this individual staying in a hotel for one night. A copy of the hotel invoice was submitted in evidence.

The Agent for the Landlord stated that the Strata Corporation has not yet advised her of the cost of repairing damage to carpet in the common area of the complex. She stated that the Landlord wishes to withdraw this portion of the Landlord's claim for compensation.

The Landlord is seeking compensation, in the amount of \$179.99, for cleaning the grout of the out in the kitchen and entry floor. The Agent for the Landlord stated that the grout was in good condition at the start of the tenancy and that it dirty at the end of the tenancy.

The condition inspection report that was completed on May 01, 2015 indicates that the grout in the kitchen and entry is stained. The Landlord submitted digital images of the flooring which corroborate the Agent for the Landlord's testimony the grout was stained.

The Landlord submitted an invoice for cleaning the grout. This invoice is difficult to read however the Agent for the Landlord stated that it is an invoice for cleaning the grout. The Landlord submitted a credit card receipt, which the Agent for the Landlord stated was for cleaning the grout. Although this receipt is also not clearly legible, it appears to be in the amount of \$171.99.

The Landlord is seeking compensation, in the amount of \$168.00, for repairing a closet guide for the bedroom closet door and for replacing 6 lightbulbs that burned out during the tenancy. The Agent for the Landlord stated that the closet door worked properly at the start of the tenancy and that it was broken during the tenancy. The Landlord submitted an invoice for these repairs, in the amount of \$168.00.

Analysis

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the carpets in reasonably clean condition at the end of the tenancy. On the basis of the evidence submitted in evidence, I find that the carpets needed to be replaced as a result of the staining.

I therefore find that the Landlord is entitled to compensation for replacing the carpets.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and not based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guidelines show that the life expectancy of carpet is ten years. The evidence shows that the carpets were approximately five years old at the end of the tenancy. I therefore find that the carpets had depreciated by fifty percent and that the Landlord is entitled to fifty percent of the cost of replacing the carpets, which in these circumstances is \$1,705.27.

I find that the Landlord is also entitled to compensation for the cost of housing the new occupant of the residential complex, in the amount of \$168.92, as that cost is directly related to the Tenant's breach of the *Act*.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the floor grout in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for cleaning the grout.

On the basis of the credit card receipt submitted in evidence and the Tenant's testimony that this was the payment for cleaning the grout, I find that the Tenant is entitled to compensation of \$171.99 for cleaning the grout. I find that the documents submitted in evidence do not support the Landlord's claim for \$179.99.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to repair the closet door that was broken during the tenancy and to replace all light bulbs that burnt out during the tenancy. I therefore find that the Landlord is entitled to compensation for the \$168.00 the Landlord paid to repair the door and replace the lightbulbs.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,264.18, which is comprised of \$2,214.18 in damages and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the security deposit of \$930.00, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,334.18. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: June 10, 2015

Residential Tenancy Branch

