



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This is an application brought by the Landlord(s) requesting a monetary order for \$2052.96 for the replacement of the carpets in the rental unit

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 relevant 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 parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the tenants are liable for the replacement cost for carpets they were badly stained during the tenancy.

### Background and Evidence

This tenancy began on May 1, 2014, and ended on September 1, 2014.

At the end of the tenancy the rental unit was left in need of significant cleaning and therefore the tenant agreed to allow the landlord to keep the full security deposit of \$350.00 to do that cleaning.

The landlord testified that the professional carpet cleaners were unable to get the carpets in the rental unit clean and the carpets were left with numerous stains. Landlords are therefore requesting that the tenant be held liable for the replacement cost of the carpets less 30% for depreciation.

The landlord further testified that although the carpets are eight years old, until the tenant moved in the unit was only used by the owners on the occasional weekend and therefore the carpets have had, in effect, only had 30% use/depreciation.

The tenant got two quotes to replace the carpets, the lowest of which was \$2052.96 and therefore the landlords were originally requesting that the tenants pay all but 30% of the replacement cost, however as of today's date the landlords are willing to settle for 50% of the replacement cost of the carpet.

The tenant testified that first of all she has checked with carpet companies in Ontario where she lives and she believes the quotes given by the companies and BC are excessive. She therefore got a quote of from the company in Ontario who stated that the cost would be \$1339.17 if the job was being done in Ontario.

The tenant further argued that since these carpets were eight years old at the end of the tenancy she believes that, technically, she should only be liable for 20% of \$1339.17; however in attempt to settle the matter she is willing to pay \$350.00.

The tenant further argued that there was no mention of the need to replace the carpets when the moveout inspection report was done, it was simply agreed that the carpets needed cleaning and therefore she does not believe that she is contractually liable for the replacement cost of the carpets.

In response to the tenant's arguments the landlord stated that it's unreasonable to expect that the cost would be based on a quote for a company in Ontario when the job has to be done in British Columbia and, of the two companies that gave quotes to replace the carpets from British Columbia, the lowest was \$2052.96.

The landlord further stated that when the moveout inspection was done they had hoped that they stains would be able to be removed from the carpets when they were professionally cleaned; however the stains would not come out and it was impossible to patch the carpet as there are stains in numerous spots. The carpet therefore did have to be replaced.

### Analysis

As stated in the Residential Tenancy Policy Guidelines the useful life of carpets is expected to be 10 years and after that time they are considered to be completely depreciated and of no value.

In this case, the carpets in the rental unit were eight years old and although the landlord stated that the rental property had only been used intermittently on weekends, the landlord has supplied no evidence in support of that claim. Therefore although the landlord has argued that there is only 30% depreciation to the carpets, it's my finding that these carpets were considered 80% depreciated at the end of the tenancy.

Further, although the tenant does not feel they should be held liable for replacement costs as there was no mention on the moveout inspection report, it is my finding that since the stains were not able to be removed, it is reasonable that the tenant be held liable for the depreciated cost of the carpet.

Therefore I find that the tenant is liable for 20% of the replacement cost of the carpets.

Further I based that cost on the lowest quote given by a BC company because it is BC where the landlord has to have the carpet replaced and not Ontario where the lower quote was from.

Therefore since the lowest quote to replace the carpet was \$2052.96 it is my finding that the tenants are liable for 20% of that replacement cost and I therefore order that the tenants pay \$410.59 to the landlords for that 20%.

I further order that the tenants bear the \$50.00 cost of the filing fee paid by the landlord for this dispute resolution hearing, because the amount I have ordered is still in excess of the amount that the tenant was willing to pay.

### Conclusion

I have issued an order for the tenants to pay \$460.59 to the landlords.

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 08, 2015

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Residential Tenancy Branch

