



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$2035.00, recovery of the \$50.00 filing fee, and requesting an order to retain the full security deposit of \$1500.00 towards the claim.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail, that was mailed on April 10, 2015; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that the tenant moved into this rental unit on February 1, 2013. The applicant further testified that new carpet was installed in the upstairs loft and the bedrooms on February 10, 2013.

The applicant stated that the tenant vacated the rental unit on March 31, 2015.

The applicant further stated that they attempted to clean the carpets at the end of the tenancy, however the professional carpet cleaner could not get the numerous urine stains out of the carpet and as a result the carpet had to be replaced in the loft/den area.

The applicant further stated that the tenant left the rental unit in need of significant cleaning.

The applicant is therefore requesting a monetary order as follows:

Carpet replacement-material only	\$1680.00
Carpet cleaning	\$135.00
Suite cleaning	\$220.00
Filing fee	\$50.00
Total	\$2085.00

The applicant further stated that he is willing to accept keeping the security deposit of \$1500.00 as a final settlement of this claim and is willing to abandon the remainder of this claim.

### Analysis

It is my finding that the landlord has provided ample evidence to show that the carpets in this rental unit were left badly stained and in need of replacing at the end of the tenancy, and therefore I allow the landlords claim for the cost of the replacement carpet. I find this quite a reasonable claim as the landlord is not charging any labour costs.

It's also my finding that it's reasonable for the landlord to charge for the carpet cleaning in an attempt to clean the carpets before having them replaced.

I also find that this rental unit was left in need of significant cleaning as is quite obvious in the photo evidence provided, and I therefore also allow the claim for suite cleaning.

Having allowed the landlords full claim I also allow the request for recovery of the filing fee.

I have therefore allowed the landlords full claim of \$2075.00, however as stated above the landlord is requesting an order allowing him to keep the full security deposit of \$1500.00 only, and he is abandoning his claim for the remaining \$575.00.

Conclusion

I hereby Order that the landlords may retain the tenants full security deposit of \$1500.00 towards the full claim of \$2075.00.

As stated above the landlord has abandoned his claim for the remaining \$575.00.

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: September 15, 2015

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Residential Tenancy Branch

