



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      MND, MNR

### Introduction

This hearing dealt with an application by the landlord for a monetary order. Despite having been personally served with the application for dispute resolution and notice of hearing on May 12, the tenant did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in November 2013 and ended in March 2015. The tenant was obligated to pay \$550.00 in rent each month as well as hydro and propane costs for the fully furnished rental unit.

At the end of the tenancy, the tenant left a balance of \$1,372.22 owing for rent and utilities. The landlord provided evidence of propane and hydro costs which the tenant had failed to pay faithfully throughout the tenancy. The landlord seeks to recover these arrears.

The landlord provided photographs showing that at the end of the tenancy, the tenant failed to adequately clean the rental unit. The photographs show that the carpet was badly damaged with stains and cigarette burns. The landlord provided an estimate showing that it would cost \$944.22 to replace the 20 year old carpet which he testified was in good condition at the beginning of the tenancy. The landlord seeks to recover the cost of replacing the carpet.

The landlord's photographs also show that the rental unit was in an extremely unclean state. He provided an invoice showing that he paid \$300.00 for cleaning to be performed and he seeks to recover this cost.

The landlord's photographs also show that a quilt provided by the landlord was badly burned during the tenancy. The landlord testified that although the quilt was approximately 50 years old, it was in excellent condition. He seeks to recover \$160.00 as the estimated cost of replacing the quilt.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant was obligated under the terms of the tenancy agreement to pay \$550.00 in rent for each month as well as pay for hydro and utilities. I find that the tenant failed to meet these obligations throughout the tenancy and as a result, left arrears of \$1,372.22. I find that the landlord is entitled to recover these arrears and I award the landlord \$1,372.22.

I find that the tenant caused significant damage to the carpet in the unit and that it can no longer be used for its intended purpose. Residential Tenancy Policy Guideline #38 lists the useful life of building elements and identifies the useful life of carpet as 10 years. The landlord stated that the carpet was in good condition at the beginning of the tenancy and the tenant was clearly obligated to leave it in reasonably clean and undamaged condition, but the landlord is not entitled to recover the replacement value of the carpet; he is entitled to recover the value of a 20 year old carpet. I find that the landlord has suffered a nominal loss and I award the landlord \$50.00.

I find that the tenant failed to leave the rental unit reasonably clean and I find that the landlord had to pay \$300.00 for cleaning as a result. I find that the landlord is entitled to recover the cleaning costs and I award him \$300.00.

I find that the tenant caused irreparable damage to the landlord's quilt. However, as was the case with the carpet, the landlord is not entitled to recover the replacement value of the quilt. There is no evidence before me showing that the quilt had a significant value and I therefore find that the landlord has suffered a nominal loss and I award him \$10.00.

### Conclusion

The landlord has been awarded a total of \$1,732.22. I grant the landlord a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial 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: October 16, 2015

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Residential Tenancy Branch

