



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPR, MNR, MNSD, MND, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession; for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; 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.

At the outset of the hearing the Landlord stated that she did not intend to apply for an Order of Possession and that matter will, therefore, not be considered during these proceedings.

The Landlord stated that on September 09, 2015 the Application for Dispute Resolution and the Notice of Hearing were sent to each Tenant, via registered mail, at the service address noted on the Application for Dispute Resolution. She stated that the service address is the female Tenant's parent's address and that the male Tenant told her, in June of 2015, that the female Tenant was moving to that service address.

The Landlord submitted Canada Post documentation that indicates the aforementioned packages were delivered to the service address on September 11, 2015 and were signed for by a party that appears to have the same surname as the female Tenant. 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 neither Tenant appeared at the hearing.

On September 23, 2015 the Landlord submitted additional documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that these documents were served to each Tenant, via priority post, on September 21, 2015. The Landlord submitted documentation from Canada Post that corroborates this testimony. In the absence of evidence to the contrary, I find these documents were served in accordance with section 88 of the *Act*, and they were accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and damage to the rental unit?  
Is the Landlord entitled to retain all or part of the security deposit?

### Background and Evidence

The Landlord stated that:

- this tenancy began on July 01, 2014;
- the Tenants agreed to pay rent of \$950.00 by the first day of each month;
- the Tenants paid a security deposit of \$475.00 and a pet damage deposit of \$475.00;
- a condition inspection report was completed at the start of the tenancy;
- on August 17, 2015 she went to the rental unit and found it abandoned;
- the Tenants did not give her written or verbal notice of their intent to vacate the rental unit in August of 2015; and
- a condition inspection report was not completed at the end of the tenancy because the Tenant abandoned the rental unit.

A copy of the written tenancy agreement and the condition inspection report was submitted in evidence.

The Landlord is seeking compensation for unpaid rent, in the amount of \$2,050.00. She stated that the Tenants still owe \$150.00 in rent for June of 2015, \$950.00 in rent for July of 2015, and \$950.00 in rent for August of 2015.

The Landlord is seeking compensation, in the amount of \$563.29, for replacing the carpet in the rental unit. The Landlord stated that the carpet was in good condition at the start and that it was approximately 1.5 years old at the start of the tenancy. She stated that a dog chewed the carpet during the tenancy. The Landlord submitted a photograph of the damaged carpet and documentation that shows she paid \$563.29 to replace the carpet.

The Landlord is seeking compensation, in the amount of \$412.50, for cleaning the rental unit and removing personal property belonging to the Tenants. The Landlord submitted photographs that show that corroborate this claim, which she stated were taken after the rental unit was abandoned. The Landlord submitted documentation that shows she paid \$412.50 to clean the unit and remove personal property.

### Analysis

On the basis of the undisputed evidence, I find that the Tenants agreed to pay monthly rent of \$950.00 by the first day of each month; that they did not provide written notice of their intent to vacate the rental unit prior to August 17, 2015; and the rental unit was abandoned on August 17, 2015. As the Tenants did not give proper notice to end the tenancy prior to August 17, 2015 and the rental unit was occupied between June 01, 2015 and August 02, 2015, I find that the Tenants must pay the rent that was due on June 01, 2015, July 01, 2015, and August 01, 2015, which is \$2,050.00. As the Tenants have already paid \$800.00 in rent for these months, I find they still owe \$2,050.00 in rent.

On the basis of the undisputed evidence, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to repair the carpet that was damaged during the tenancy.

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 four years. The evidence shows that the carpet was about 1.5 years old at the start of the tenancy and that the tenancy lasted approximately one year, which makes the carpet approximately 2.5 years old at the end of the tenancy. I therefore find that the carpet had depreciated by twenty-five percent by the end of the tenancy and that the Landlord is entitled to seventy-five percent of the cost of replacing the carpet, which is \$422.47.

On the basis of the undisputed evidence, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to recover the \$412.50 paid for cleaning the unit.

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

#### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$2,934.97, which is comprised of \$2,050.00 in unpaid rent, \$834.97 for damage to the rental unit, 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 Tenants' security and pet damage deposits of \$950.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,984.97. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, 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: October 09, 2015

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Residential Tenancy Branch

