



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord to keep part of the security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; for damage to the rental suite; and to recover the filing fee from the Tenant.

An agent for the Landlord (the “Landlord”) appeared for the hearing and provided affirmed testimony during the hearing and documentary evidence prior to the hearing. However, there was no appearance for the Tenant during the ten minute duration of the hearing or any submission of evidence prior to the hearing. Therefore, I turned my mind to the service of documents for this hearing by the Landlord.

The Landlord testified that she served the Tenant with a copy of the Application, the Notice of Hearing documents, and the documentary evidence by registered mail on June 16, 2015. The Landlord provided a copy of the Canada Post tracking number into evidence to verify this method of service.

The Landlord testified that the Canada Post website indicates the Tenant received and signed for the documents on June 23, 2015. Therefore, in the absence of any evidence from the Tenant to dispute this, I find the Landlord served the Tenant the documents for this hearing pursuant to Section 89(1) (c) of the Act. The hearing continued to hear the Landlord's undisputed evidence.

### Issue(s) to be Decided

- Is the Landlord entitled to keep the remaining portion of the Tenant's security deposit in full satisfaction of the claim for damages to the rental unit?

### Background and Evidence

The Landlord testified that this tenancy began on December 1, 2014 for a fixed term of six months. The tenancy was due to continue thereafter on a month to month basis; however, the Tenant provided written notice in April 2015 to end the tenancy on May 31, 2015. Rent under the written tenancy agreement was payable in the amount of \$1,350.00 on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$675.00 on November 27, 2014.

The Landlord testified that the caretaker of the rental unit completed a move in Condition Inspection Report (the "CIR") on December 1, 2015 and the move-out CIR was completed on May 31, 2015. The CIR was provided into evidence. The Tenant gave the Landlord a forwarding address in writing on the Tenant's notice to end tenancy.

The Landlord testified that when the caretaker completed the move out CIR with the Tenant, he noticed that the carpet had not been cleaned and that the Tenant had burnt part of the carpet with candle wax. This was noted on the move out CIR. The Landlord also pointed me to section C on the tenancy agreement which requires the Tenant to professionally clean the carpets at the end of the tenancy.

The Landlord testified that the caretaker, not knowing how much this was going to cost to remedy, estimated the carpet cleaning at \$160.00 and the repair of the burn mark at \$300.00. As a result, the Tenant consented to these deductions on the move out CIR in the amount of \$440.00 from the security deposit.

However, when the Landlord completed the carpet cleaning of the rental unit, this ended up costing \$162.75, as evidenced by an invoice for professional cleaning of the carpet. In addition, the Landlord provided a statement from a carpet professional who writes that it was not possible to repair the burn mark by seaming it and that the only remedy was to replace the carpet in the dining area that was affected. The Landlord provided a quote for the replacement cost of the carpet in the dining area in the amount of \$523.68.

The Landlord testified that the carpet had been installed in 2013 and based on the ten year useful life of a carpet, as defined by Policy Guideline 40 to the Act, the costs was reduced by two years to reflect a value of 8 years of life remaining in the damaged carpet. The Landlord calculated this prorated amount at \$418.94.

The Landlord explained that she attempted to get the Tenant's consent by email of the increased costs over and above what the Tenant had already consented to. However,

the Tenant failed to respond. As a result, the Landlord made the Application on June 12, 2015 to seek consent to keep an additional amount of \$171.69. The Landlord also explained that she had returned the balance of \$43.31 to the Tenant on June 5, 2015.

### Analysis

Firstly, I accept the Landlord's evidence that this tenancy ended on May 31, 2015 and by this point the Tenant had already provided the Landlord with a forwarding address in writing. Therefore, the Landlord had until June 15, 2015 to make the Application. The Landlord made the Application on June 12, 2015. Therefore, I find the Application was made within the time limit stipulated by Section 38(1) of the Act.

Section 37(2) of the Act requires a tenant to leave a rental suite at the end of the tenancy reasonably clean and undamaged except for reasonable wear and tear. In dispute resolution proceedings, section 21 of the Residential Tenancy Regulation states that a CIR is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

By using the above provisions I have made the following determination on the Landlord's claim for damages. I find the Landlord has provided sufficient evidence, namely on the CIR, that the Tenant failed to clean the carpets at the end of the tenancy as required by the tenancy agreement. I also find that the Tenant caused the burn mark to the carpet. This is further reinforced by the fact that the Tenant had consented to deductions from the security deposit for these damages.

I also find that the Tenant failed to dispute the Landlord's evidence or provide a preponderance of evidence to counter the Landlord's evidence. I accept the Landlord's documentary evidence which verifies the costs being claimed and the fact that the carpet could not be repaired. I also accept the Landlord's claim amount for the replacement cost of the carpet after taking into consideration the useful life of the carpet that had been installed in 2013. Therefore, I award the Landlord the amounts claimed.

As the Landlord has been successful in this claim, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for the cost of this Application, pursuant to Section 72(1) of the Act. Therefore, the total amount awarded to the Landlord is **\$631.69** (\$162.75 + \$418.94 + \$50.00).

### Conclusion

As the Landlord already holds \$631.69 in the Tenant's security deposit, I order the Landlord to retain this amount in full satisfaction of the Landlord's Application, pursuant to Section 38(4) (b) of the Act.

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: November 18, 2015

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Residential Tenancy Branch

