



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, FF.*

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of painting, drywall repair, carpet removal, carpet installation and carpet cleaning. The tenant applied for the return of a portion of the security deposit. Both parties applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

The landlord made a total claim in the amount of \$8,500.00 but filed evidence for a claim in the amount of \$2,710.00. The landlord stated that he had not yet carried out the repairs for the balance of his claim and therefore had not yet incurred the expense. The claim he was making for this portion of his application was an estimated amount. I informed the landlord that I would deal with the claim that he provided evidence for and that I would dismiss the remainder of his claim with leave to reapply upon completion of the repair work. I reminded the landlord of the statutory time limitations that he was bound by.

The tenant stated that she agreed to allow the landlord to retain \$1,000.00 from the security deposit towards the repair of the damage inside the garage that was caused by the tenant smoking inside the garage.

Accordingly this hearing dealt with the landlord's claim for \$2,710.00 and the tenant's claim in the amount of \$1,500.00.

Issues to be decided

Is the landlord entitled to \$2,710.00 and is the tenant entitled to the return of \$1,500.00?
Are the parties entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on August 01, 2013 and ended on July 31, 2015. The monthly rent was \$2,500.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,250.00 and a pet deposit of \$1,250.00. The parties agreed that the tenant provided the landlord with a forwarding address on August 10, 2015 and the landlord made this application in a timely manner on August 24, 2015.

A move in inspection was conducted in the presence of both parties and a report was filed into evidence. The report shows stains on some areas of the carpet and some scratches to the walls and kitchen cabinets.

The tenant stated that on July 31, 2015, she did a move out inspection with the landlord's father at which time she returned the keys. The tenant stated that the landlord's father told her that everything was fine. A report was not created.

The landlord filed into evidence requests made by text message to the tenant to attend a move out inspection and the tenant refused to. The tenant replied that a move out inspection was already done by the landlord's father and that no discrepancies were identified.

The landlord stated that the rental unit was filled with a strong odour of pet urine and he was unable to rent the unit to new tenants, until the problem was resolved. The landlord hired a professional carpet cleaner and filed a receipt for the cost of doing so. The cleaning was insufficient to rid the carpet of pet odours and therefore the landlord was forced to replace the carpet. The landlord was not sure of the age of the carpet and estimated it to be around ten years old and stated that it was in good condition except for a few stains that were recorded on the move in inspection report.

The landlord filed photographs of the damage to the suite. He stated that the walls were damaged and needed paint. The landlord stated that the walls were last painted in August 2012.

The landlord is claiming the following:

1.	Preparation and painting of walls, removal of carpet	\$656.25
2.	Carpet installation	\$1,843.75
3.	Carpet cleaning	\$210.00
4.	Filing fee	\$50.00
	Total	\$2,760.00

The tenant agreed to pay \$1,000.00 towards the smoke damage in the garage and has applied for the return of the balance of her deposits in the amount of \$1,500.00 plus \$50.00 for the recovery of the filing fee.

Analysis

Landlord's application:

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting and the carpet. As per this policy, the useful life of interior painting is four years. The landlord stated that the unit was painted in 2012 and therefore I find that by the end of the tenancy, the painting had approximately one year of useful life left. Accordingly, the landlord is entitled to a quarter of his claim for painting. The landlord's claim does not have a breakdown of expenses and therefore I award the landlord \$100.00 which is a quarter of an approximate estimation of his cost for painting.

I will use Section 40 of the *Residential Tenancy Policy Guideline* to assess the remainder of the useful life of the carpet. As per this policy, the useful life of a carpet is ten years. The landlord was not sure of the age of the carpet and estimated that it must be at least ten years old and therefore by the end of the tenancy, the carpet had outlived its useful life. Accordingly, the landlord's claim for removal and installing new carpet is dismissed.

I accept the landlord's testimony that the carpet had a strong odour of pet urine and required professional cleaning. The cleaning did not completely eliminate the odour and based on the complaints of the new tenants, the landlord was forced to replace the carpet. Even though I find that the carpet had outlived its useful life and have denied the landlord's claim to remove and replace the carpet, I find that the landlord is entitled to the cost of his attempts to rid the carpet of pet odours, in the amount of \$210.00.

The landlord has proven a portion of his claim and therefore I award him the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim as follows:

1.	Preparation and painting of walls, removal of carpet	\$100.00
2.	Carpet installation	\$0.00
3.	Carpet cleaning	\$210.00
4.	Filing fee	\$50.00
	Total	\$360.00

Tenant's application:

The tenant has made a claim for the balance of her deposit in the amount of \$1,500.00 plus \$50.00 for the filing fee. I find that the tenant is entitled to her claim.

Overall the landlord has established a claim of \$360.00 and the tenant has established a claim of \$1,550.00. I will use the offsetting provisions of section 72 of the *Act* to grant the tenant a monetary order in the amount of \$1,190.00 which consists of the difference between the established entitlements of both parties.

Accordingly, I grant the tenant an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$1,190.00.**

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: March 01, 2016

Residential Tenancy Branch

