



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, MNSD, FF

### Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession pursuant to a one month Notice to End Tenancy for cause.
- b. A monetary order in the sum of \$3970 for damages
- c. An Order to retain the security deposit and pet damage deposit.
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was served on the Tenant by mailing, by registered mail to where the Tenant resides on February 17, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenant on April 5, 2016 as an adult occupant of the rental unit acknowledged the Tenant had received it. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on January 1, 2014. The rent is subsidized and the Tenant paid \$466 per

month payable on the first day of each month. The tenant paid a security deposit of \$615 and a pet damage deposit of \$500 at the start of the tenancy. The tenant(s) vacated the rental unit on April 5, 2016.

Analysis - Order of Possession:

It is no longer necessary for me to consider the landlord's application for an Order for Possession as the tenant has vacated the rental unit and the landlord has regained possession.

Analysis - Monetary Order and Cost of Filing fee:

The Monetary Order Worksheet filed by the landlord claimed \$3970.25. With respect to each of the landlord's claims I find as follows:

- a. The Monetary Order worksheet filed by the landlord claims the sum of \$3323.25 to replace the carpet. The landlord produced a quotation indicating the cost to replace the carpet was \$2,824.50. Upon reviewing the photographs and based on the oral testimony of the landlord I find the tenant has caused extraordinary damage to the carpets and they need to be replaced. The landlord testified the carpets were new when the tenant took possession on January 1, 2014. Policy Guideline #40 provides that the expected life on an interior carpet is 10 years. The tenant has lived in the rental unit for 27 months. I determined the landlord has established a claim in the sum of \$2188.60 for the tenant's share of the cost of replacing the carpet (93 months divided by 120 months multiplied by \$2824.50 = \$2188.60). I determined that much of the damage to the carpets was caused by the tenant's pets.
- b. The landlord claimed \$225 for damage to the drywall. I determined the tenant or person permitted in the rental unit by the tenant has caused damage to the walls. I determined the landlord is entitled to \$100 to repair holes in the wall as evidenced by the estimate submitted.
- c. The landlord claimed \$120 for the cost to replace bedroom door. I determine the landlord is entitled to \$100 to repair kicked in doors as evidence by the estimate submitted.
- d. I determined the landlord is entitled to \$100 for the cost to replace 2 exterior metal doors and frames as evidenced by the estimate produced.
- e. I determined the landlord is entitled to \$35 for the cost of replacing damaged weather stripping on the back door.
- f. I determined the landlord is entitled to \$75 for the cost to sand, fill, and prime and pain brick mold damage.
- g. I dismissed the claim for a passage lock set as the landlord failed to produce an invoice to prove this claim.

- h. At the hearing the landlord produced an estimate that includes \$1700 for the cost of painting and washing walls and \$700 for the cost of painting the ceiling. The landlord did not make this claim in the Application for Dispute Resolution and as a result I cannot consider it. However, the landlord did make a claim of \$150 for the cost of labour and I determined the landlord is entitled to this sum.

I granted the landlord a monetary order in the sum of \$2748.60 plus the sum of \$100 in respect of the filing fee for a total of \$2848.60.

Security Deposit:

I determined the security deposit and pet damage deposit totals the sum of \$1115. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1733.60.

Conclusion:

In summary I order that the landlord shall retain the security deposit and pet damage deposit in the sum of \$1115. I further ordered that the Tenant pay to the Landlord the sum of \$1733.60.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the 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: May 05, 2016

---

Residential Tenancy Branch