



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gupharb Group Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord's named representatives and the tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the tenant's security deposit?

Background and Evidence

The rental unit is an apartment in New Westminster. The tenant no longer occupies the rental unit. He now lives in a different unit in the rental property, along with the former occupant of a unit in the rental property. The landlord brought an earlier dispute resolution proceeding seeking to claim damages and evict the tenant from his new rental unit for claims related to his previous tenancy. The application was dismissed with leave to reapply and the landlord commenced a new application seeking compensation related to the former tenancy which ended on September 27, 2014 when the tenant moved out of the rental unit. The tenant requested that the hearing be adjourned. He said that he has been unable to prepare for the hearing and submit evidence due to his health problems. The tenant did not say what evidence he intended to produce. I declined to adjourn the proceeding because the tenant has had since January to submit evidence in response to the landlord's claim.

The tenancy began on January 1, 2014 for a one year term. The monthly rent was \$650.00, plus a \$10.00 charge for parking. The tenant paid a security deposit of \$325.00 at the start of the tenancy.

In the application for dispute resolution the landlord claimed the following amounts

• September rent:	\$650.00
• Parking fees:	\$260.00
• Carpet shampoo:	\$75.00
• Repairs to the rental unit::	\$338.00
• Not claimed – cost to replace burned carpet:	\$1,192.45
Total:	\$1,323.00

The landlord's representative testified that the tenant moved out without paying September rent. He also claimed that the tenant owed monthly parking fees for many months totalling \$260.00. The landlord claimed for repairs performed by the landlord's maintenance man in the amount of \$338.00. The work included cleaning the rental unit painting and repairs and removal and disposal of old damaged carpet.

At the hearing the tenant testified that he did not owe rent for September. He testified that he had paid the rent by installments after he moved out, but he did not submit any documents to support his position. The landlord's representative testified that the tenant was in arrears in his rent in the new rental unit after he moved and the payments made by the tenant have all been applied to outstanding rent in his current unit.

Analysis

Based on the landlord's documentary evidence and the testimony of the landlord's representatives, I am satisfied that the tenant failed to pay rent for September, 2014 in the amount of \$650.00 as claimed by the landlord. The landlord has claimed \$338.00 for repairs and as a partial contribution to the cost of carpet replacement necessitated by the quantity and severity of cigarette burns caused by the tenant. I accept the landlord's evidence, including photos of the carpet and I find that the claim for a portion of the cost of replacing the carpet reflects an appropriate discounted amount for the costs incurred, including the cost to replace the carpet, taking into account the age of the existing carpet and its remaining life expectancy. The amount awarded to the landlord for repairs is a modest recover in all the circumstances. I allow the claim for carpet shampoo because the cleaning was performed in order to determine whether the carpet could be salvaged before it was replaced.

I do not allow the claim for parking fees because the landlord did not submit a ledger or payment history to show how the amount claimed was arrived at.

The total award to the landlord is the sum of \$1,063, being September rent of \$650.00, a carpet shampoo charge of \$75.00 and repairs in the amount of \$338.00. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,113.00. I order that the landlord retain the security deposit of \$325.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$788.00.

Conclusion

The landlord's claim has been allowed in the amount stated.

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: September 12, 2016

Residential Tenancy Branch