



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0795531 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MND, MNSD, O

### Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$1000.00, requesting recovery of the \$100.00 filing fee, and requesting an Order to retain the full security deposit towards the claim.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that at the beginning of the tenancy the carpet in the rental unit was in good condition, as was reported on the move in inspection report.

The applicant further testified that, at the end of the tenancy, the carpet in the second bedroom was badly stained with what appeared to be ink stains, which did not come out when it was cleaned, and therefore they had to have the carpet replaced.

The applicant further testified that the cost of replacing the carpet is as follows:

Cost of the carpet	\$447.09
Cost of installation	\$181.91
Total	\$629.00

The applicant is therefore requesting an Order that the respondent's be held liable for the above costs, and for the costs of mailing the documents for these hearings which was approximately \$25.00.

The applicant further stated that she believes they should also be paid for the time spent arranging for the replacement of the carpet.

The tenant testified that he does not dispute that the carpet got stained during their tenancy, and he does not dispute that the stains would not come out, however he is disputing the landlords request to retain the security deposit.

The tenant testified that during the moveout inspection, he did not agree in writing to allow the landlord to keep any or all of the security deposit, although he did agree to the condition of the unit at the end of the tenancy. He believes however that the landlord should return his security deposit because during the moveout inspection the landlord told him that the deposit would be returned.

In response to the tenants testimony the landlord stated that she did say to the tenant she thought his security deposit would likely be returned; however they later decided it was reasonable to charge the tenant for replacement of the carpet which was damaged during the tenancy.

### Analysis

It is my decision that the tenants are liable for the damage caused to the carpet in the rental unit during their tenancy, and even if they did not agree to sign over their security deposit during the moveout inspection, the landlord has the right to file a claim against that deposit.

I will not allow the full amount claimed by the landlord however because carpets are deemed to have a useful life of 10 years, and since these carpets were three years old at the end of the tenancy, they are considered 30% depreciated, and therefore the tenant is only required to pay 70% of the replacement cost.

Therefore since the replacement cost of this carpet totaled \$629.00, the tenants are required to pay \$440.30 of the replacement cost of the carpet.

I will not allow the landlords claim for her time arranging the carpet replacement as the landlord has not provided any estimate of the time spent to make such arrangements.

I will not allow the landlords claim for mailing costs as that is a cost of the dispute resolution process and I do not have the authority to award costs, other than the \$100.00 filing fee, which I will allow, as the landlord has still established a fairly significant claim against the tenants.

Therefore the total amount of the claim that I have allowed is as follows:

70% of the cost of replacing the carpet	\$440.30
Filing fee	\$100.00
Total	\$540.30

### Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act I have allowed \$540.30 of the landlords claim, and I therefore Order that the landlord may retain \$540.30 of the tenant security deposit, and I have issued a Monetary Order for the landlords to return the remaining \$59.70 to the tenants.

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 26, 2016

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Residential Tenancy Branch