



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MND, MNDC, FF*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied to retain the security and pet deposits towards the cost of replacing the carpet and hardwood floors. The tenant applied for the return of the deposits. 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 parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue(s) to be Decided

Is the landlord entitled to his monetary claim? Is the landlord entitled to retain the security and pet deposits or has the tenant established a claim for their return?

Background and Evidence

The tenancy started on November 01, 2011 and ended on March 31, 2016. The rent at the end of tenancy was \$1,950.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$925.00 and a pet deposit of \$450.00.

A move out inspection was conducted on April 02, 2016 and the landlord was provided with the tenant's forwarding address on that date. The landlord made this application in a timely manner on April 15, 2016. A copy of the move in and move out inspection report was filed into evidence.

The landlord stated that the carpets were heavily stained and could not be cleaned. Both parties shampooed the carpets but the stains remained. The landlord filed photographs to support his testimony that the carpets were extremely stained in multiple areas. The landlord stated that the carpet was original and was as old as the rental unit which was built in June 2010.

The parties also discussed the stained hard wood floors. The tenant agreed that the floors were stained by his planters and agreed to pay \$300.00 towards the replacement of the water damaged areas.

The landlord attempted to settle the dispute with the tenant but was unsuccessful and therefore made this application. The landlord is claiming the following:

1.	Replace carpet	\$1,100.00
2.	Carpet cleaning	\$94.50
3.	Estimate to replace damaged hardwood	\$500.00
4.	Filing fee	\$100.00
	Total	\$1,794.50

Analysis

Landlord's claim

1. Replace carpet - \$1,100.00

The landlord filed photographs and invoices to support his testimony that the carpets were heavily stained and despite his efforts to clean the carpets, the stains persisted. Based on the evidence I find that the landlord's claim has merit. The landlord also stated that the carpets were installed in June 2010.

Section 40 of the *Residential Tenancy Policy Guideline* addresses the useful life of an item. I will use this guideline to assess the remainder of the useful life of the carpets. As per this policy, the useful life of flooring is ten years. The carpet was installed in June 2010 and therefore by the end of the tenancy in March 2016, the flooring had four years and nine months of useful life left. Accordingly, the landlord is entitled to \$467.50 which is the prorated value of the remainder of the useful life of the flooring.

2. Carpet cleaning - \$94.50

Since I have awarded the landlord the prorated cost of replacing the carpet, his claim for the cost of cleaning is dismissed.

3. Estimate to replace damaged hardwood - \$500.00

The tenant agreed to having caused water damage to the hardwood floors and also agreed to pay \$300.00 towards the cost of repairs. Accordingly I award the landlord \$300.00.

4. Filing fee - \$100.00

The landlord has proven a portion of his claim and therefore I award the landlord \$100.00 towards the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Replace carpet	\$467.50
2.	Carpet cleaning	\$0.00
3.	Estimate to replace damaged hardwood	\$300.00
4.	Filing fee	\$100.00
	Total	\$867.50

Tenant's claim

The tenant is entitled to the return of the deposits in the total amount of \$1,375.00. Since the tenant has proven that he is entitled to a portion of his deposits, I award the tenant \$100.00 towards the recovery of the filing fee.

The landlord has established a claim of \$867.50 and the tenant has established a claim of \$1,475.00. I will use the offsetting provisions of section 72 of the *Act* to grant the tenant a monetary order in the amount of \$607.50 which consists of difference in the established claims of both parties. I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$607.50. 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 **\$607.50**.

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 21, 2016

Residential Tenancy Branch