



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPN, MND, MNSD, FF

Introduction

The landlord applies for the cost of replacing in the rental unit.

All parties attended the hearing, the landlord by its two representatives, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the evidence show that the carpeting in the rental unit was damaged beyond repair and if so, what is an appropriate measure of damages in the circumstances?

Background and Evidence

The rental unit is a two bedroom apartment. The tenancy started in July 2011 and ended April 30, 2016. The monthly rent at the end of the tenancy was \$1283.00. The landlord holds a \$567.50 security deposit, a \$567.50 pet damage deposit and a \$100.00 key deposit.

The wall to wall carpet in the rental unit was new at the start of this tenancy. It is a continuous carpet covering the living and dining areas, the hallway and the two bedrooms. There are hidden seams between the bedroom portions and the hallway strip and between the living room portion and the hallway strip.

The tenants have a dog. The dog tore up the carpet beneath the two bedroom doors. The damage is significant on both sides of each doorway. The dog also tore up a portion of the hallway carpet near a closet door.

The photos filed by each side also show the tearing up of the carpet at its seam between the hallway and the living room area.

There are two or three minor pulls in the carpet in the living room, along with a small stain.

After the tenancy the landlord pulled up all the carpet and replaced it with laminate flooring. It seeks to recover \$3895.28, the cost paid to install the carpet prior to the tenants' move-in. At the end of the hearing the landlord's representative amended that claim, seeking only one half that amount, in consideration of the carpeting's five year life in an expected ten year life span.

The tenants say they offered to repair the carpet and had quotes for a cost of \$300.00 to \$500.00. They did not submit the quotes. They say the landlord told them not to bother with repair because it was going to replace the carpet with laminate.

Analysis

I am satisfied the landlord would not have contemplated replacing this carpet with laminate had it been undamaged.

I have reviewed the photographic evidence filed by both sides. In my view the living room carpet has not been damaged beyond reasonable wear and tear expected after five years of use. I find that the two bedroom carpets and the hallway carpet were not reasonably repairable due to damage. I consider that the cost to replace those portions of carpet would be \$2500.00.

The expected life of the carpet is ten years. It is five years old. I award the landlord \$1250.00, being half of the value of that carpet when new.

I award the landlord recovery of the \$100.00 filing fee.

Conclusion

The landlord is awarded the amount of \$1350.00. I authorize the landlord to retain the \$1135.00 security and pet damage deposit money it holds and the \$100.00 key deposit in reduction of the amount awarded.

The landlord will have a monetary order against the tenants for the remainder of \$115.00.

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: November 16, 2016

Residential Tenancy Branch