



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both landlords and both tenants.

At the outset of the hearing I offered to allow the parties negotiate a settlement regarding the landlord's claims as the tenants had already agreed, on the Condition Inspection Report, that they agreed with the landlords' claims and it was just the amounts that were under dispute. The tenants agreed to discuss a possible settlement but the landlords preferred that I adjudicate their claim. As such, no settlement discussions were undertaken.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for unpaid rent; for cleaning of and damage to the residential property; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlords submitted the following relevant documents:

- A copy of a tenancy agreement signed by the parties on July 11, 2012 for a month to month tenancy beginning on August 1, 2012 for a monthly rent of \$1,150.00 due on the 1st of each month with a security deposit of \$575.00 and a pet damage deposit of \$575.00;
- A copy of a Notice of Rent Increase increasing the rent to \$1180.00 effective February 1, 2016;
- A copy of a Condition Inspection Report signed by both parties at the start and end of the tenancy agreement. I note at the end of the tenancy the tenants

signed the report agreeing that they owed the landlords for unpaid rent; late fees; gas utilities; suite cleaning; carpet cleaning; blind replacements; carpet damage repairs; repair of a basement window; replacement of light bulbs and yard cleanup in the amount of \$2,161.00 and allowing the landlords to retain both deposits against this debt leaving a balance owing of \$1,011.00.

The landlords submit that the amounts claim for cleaning; repairs, and utilities, were based on estimates and the claim has increased from the \$2,161.00 agreed upon amount to \$3,014.44 based on the actual amounts of costs and labour and includes the cost of the filing fee for this Application. The landlords' claim also includes unpaid rent and late fees for the month of August 2016.

The tenants did not disagree with any of the landlords' claims or revised amounts with the exception of the carpet replacement. The tenants acknowledge they are responsible for the damage caused by their cat to the carpet but stated that the carpet was not new when they moved in. The landlords had testified that the carpet was new in the lower level at the start of the tenancy, but not on the upper floor.

The parties also agreed that there had been some damage to this carpet as a result of some water damage through no fault of the tenants. However, the landlord stated that they would have not replaced the carpet only for the staining.

The parties also agreed the tenants had paid the landlord \$200.00 on October 21, 2016 towards this debt.

Analysis

As the tenants do not disagree with anything in the landlords' claim with one exception, I find the landlords are entitled to the full claim with the exception of the amount for the carpet replacement in one bedroom.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

In regard to the landlords' claim for the carpet replacement, I am satisfied that despite the tenant's assertions that the carpet was not new the Condition Inspection Report indicates that at the start of the tenancy the condition of the carpet in the bedroom was noted as satisfactory and no indication that it was old; damaged or in need of replacement. The Report also indicates and the tenants agree that at the end of the tenancy the carpets had been damaged by their cat.

Therefore, I find the landlords have established the tenants failed to comply with their obligations under Section 37 to leave the carpet undamaged. While the useful life of

carpet is listed in Residential Tenancy Policy Guideline #40 as being 10 years and the parties agreed there was some water staining, I find there is no evidence before me that without the damage caused by the tenants' cat the carpet would have need replacement.

As a result, I find the landlords are entitled to full amount of their claim for carpet replacement.

Conclusion

Based on the above, I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,014.44** comprised of \$1,256.16 rent, late fees, and utilities owed; \$647.50 carpet cleaning, yard work and general cleaning; \$1,010.78 repairs; and the \$100.00 fee paid by the landlords for this application.

I order the landlords may deduct the security deposit and pet damage deposit held in the amount of \$1,150.00 in partial satisfaction of this claim. I also order the landlords must deduct the \$200.00 payment already made by the tenants.

I grant a monetary order in the amount of **\$1,664.44**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: June 21, 2017

Residential Tenancy Branch