



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL, FFL

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution, notice of hearing and evidence (the “Materials”) by email dated January 31, 2020 in accordance with the Substituted Service Decision dated January 28, 2020. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy under written agreement stated on May 15, 2018 and ended August 31, 2019. Rent of \$2,200.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,100.00 as a security deposit. At the end of the tenancy the Tenants agreed in writing for the Landlord to retain the security deposit of

\$1,100.00 against rent owed for August 2019. The Landlord claims the remaining rental arrears of \$1,100.00 for August 2019.

The Landlord states that the Tenants left a stain in a master bedroom carpet. The Landlord states that the carpet was original from 2009. The Landlord claims \$267.25 as the costs for removing the stain.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the Landlord's undisputed evidence that \$1,100.00 remains owed for August 2019 rent and given the undisputed evidence of the rent payable I find that the Landlords have substantiated an entitlement to **\$1,100.00**.

Policy Guideline #40 provides that the useful life of a carpet is 10 years. Based on the Landlord's evidence of the age of the carpet, I find that it no longer had any useful life and that as a result the costs in relation to the carpet belong to the Landlord. The claim for \$267.25 is dismissed.

As the Landlords application had some merit, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,200.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$1,200.00**. If necessary, this order may be filed in the Small Claims Court and 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 Act.

Dated: June 22, 2020

Residential Tenancy Branch