Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC MNSD FF

Introduction:
This hearing dealt with an application by the landlord pursuant to the Residential
Tenancy Act for orders as follows:
a)   A monetary order pursuant to Section 67;
c)   An Order to retain the security deposit pursuant to Section 38; and
d)   An order to recover the filing fee pursuant to Section 72.
SERVICE:
Both parties attended and the tenant agreed he received the Application for Dispute
Resolution by registered mail. I find that the tenant was properly served with the
documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:
Has the landlord proved on the balance of probabilities that the tenant did damages to
the property, that they were beyond reasonable wear and tear and the cost to cure the
damage?   Is the landlord entitled to recover the filing fee?

Background and Evidence:
Both parties attended and were given opportunity to be heard, to present evidence and
to make submissions. The undisputed evidence is that the tenant commenced living in
the premises in September 2009 and a security deposit of $367.50 was paid. It is
undisputed that the unit was new in 2009 but there was a previous tenant lived in the
unit before this tenancy.

It is undisputed that no condition inspection report was done either at move-in or move-
out. The landlord is claiming $750 to replace the carpet because it is so badly stained
that it cannot be cleaned successfully. He has not replaced the carpet but based his
estimate on $3 a yard from an inexpensive supplier. The tenant said he paid for the
carpet to be cleaned also and the cleaning company said that not all the stains could be
removed. He said it is a white carpet and the stains may have been there when he

entered into the tenancy but he does not recall. He said he does recall that there was a tear in the carpet when he moved in.

The landlord is also claiming $120 for cleaning the unit. He submitted photographs of appliances and cupboards that needed cleaning as well as the stains on the carpet. The tenant said he spent a few days cleaning and the new tenants saw the unit and rented it so it must have been okay.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis
Monetary Order:
The onus of proof is on the landlord to prove on the balance of probabilities that the tenant did damage to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. I find the landlord's evidence credible that the tar like stains were not there at the beginning of the tenancy but are now prominent. I prefer this evidence as it is unlikely that the tenant would not have noticed such prominent stains when he rented the unit and he said he did not recall. The *Residential Policy Guidelines* assign a useful life for items in residential premises to account for reasonable wear and tear. Carpets are assigned a useful life of 10 years so I find the landlord entitled to recover 60% of the cost of replacing this 4 year old carpet for a total of $450.

I find the landlord's evidence credible that the unit required two persons doing four hours of cleaning as his evidence is supported by the photographs and I find $15 an hour is reasonable; therefore I find the landlord entitled to recover $120 for cleaning.

Conclusion:
I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Carpet replacement allowance	450.00
Cleaning	120.00
Filing fee	50.00
Less security deposit (no interest 2009-13)	-367.50
Total Monetary Order to landlord	252.50

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: May 14, 2013

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Residential Tenancy Branch