



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MNDC, ERP, RP, SS, FF

## Introduction

A dispute resolution hearing regarding these issues was held on June 24, 2008, at which time the Dispute Resolution Officer ordered the Landlord to make repairs to the rental unit and the Tenant was granted compensation in the amount of \$800.00. The Landlord requested a review of that decision on the basis that the original decision was obtained by fraud. The request for a review was granted, and this hearing was held as a result of that review.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

At the beginning of the hearing the Tenant stated that all of the repairs mentioned in her Application for Dispute Resolution have been completed, with the exception of the flooring. The Tenant indicated that she wished to withdraw her Application for Dispute Resolution, as she intended to vacate the rental unit. The Tenant subsequently stated that she wished to proceed with her application to have the floors replaced, but she wished to withdraw all of the other aspects of her Application for Dispute Resolution.

## Issue(s) to be Decided

This hearing dealt with an application by the Tenant for an order requiring the Landlord to make repairs to the rental unit and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution. Specifically, the Tenant is seeking an order to have the Landlord replace the carpet throughout the rental unit.

## Background and Evidence

The Landlord and the Tenant agree that this tenancy began on October 01, 2005.

The Tenant stated that the carpets in the rental unit need to be replaced because they are moldy. She stated that the mould grew because the windows leaked and the heat radiators exploded on two separate occasions, which subsequently soaked the carpets. The Tenant submitted no evidence to corroborate her statement that the carpets needed replacing due to mould.

The Landlord agrees that the carpets are extremely dirty and need to be replaced, however he contends that the Tenant is responsible for damaging the carpets. He stated that the Tenant does not own a vacuum; that food has been spilled on the carpets; that it is stained with urine; and that damp clothes have been left on the carpet for extended periods of time. He stated that the radiators did not explode, although he agrees they were leaking a small amount of water. He stated that the leaking radiator was repaired a day or two after he was notified of the problem by the Tenant. He stated that there is nothing wrong with the carpet in the other units in the residential complex, who have experienced the same problem with old windows.

Although she was given several opportunities to do so, the Tenant provided no arguments to establish why she should be compensated for damages or loss under the *Act*.

## Analysis

I find that the Tenant has submitted insufficient evidence to establish that the carpets in this rental unit have been damaged due to the neglect of the Landlord. Without seeing evidence of the nature of the damage to the carpets, I find it equally possible that the carpets were damaged due to the neglect of the Tenant.

## Conclusion

As I am unable to determine whether the carpets were damaged due to the neglect of the Landlord or to the neglect of the Tenant, I am dismissing the Tenant's application for an order requiring the Landlord to replace the carpet. In making this decision, I was strongly influenced by the fact that the Tenant is moving and I do not find it prudent to have the Landlord change the carpet prior to this move, in the event they will be damaged by the Tenant prior to her move.

As I have not found that the carpets were damaged due to the neglect of the Landlord, I do not find that the Tenant is entitled to compensation for living in the rental unit with substandard carpets. I also find that the Tenant submitted insufficient evidence to

establish that she is entitled to compensation for living in the rental unit with other deficiencies that have now been repaired.

I find that the Tenant has not established that her Application for Dispute Resolution has merit, and I therefore find that she is not entitled to compensation for the cost of filing this Application for Dispute Resolution.

Date of Decision: September 16, 2008

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