



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$4008.27.

Background and Evidence

The applicant testified that:

- The respondent failed to pay March 2009 rent in the amount of \$500.00 and vacated on March 24, 2009 without giving proper notice.
- She was unable to re-rent the unit for the month of April 2009, and therefore also lost the full rental revenue of \$500.00 for April 2009.
- The tenant dropped a cigarette and caused a burn in her couch and therefore she wants the tenant to pay for a new couch and love seat at a cost of \$2842.51.
- The tenant also cause cigarette burns to an area carpet and therefore she wants the tenant to pay for a replacement carpet at a cost of \$165.76.
- She does not know the age of the couch as it was given to her but guessed that it is approximately 5 years old
- The area rug was only one year old.



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The applicant is therefore requesting that the respondent be ordered to pay \$4008.27 to the applicant.

The respondent testified that:

- She did not give the landlord Notice to End Tenancy and did not pay the March 2009 rent, but had been paying an extra \$100.00 per month to the landlord in the months of January and February of 2009.
- She moved without notice because the landlord was supposed to be providing her with meals and had failed to do so.
- She did accidentally cause a small burn in the couch but does not believe that the couch needs to be replaced.
- The couch was an older couch.
- She did not cause the burns to the area carpet and does not ever recall dropping a cigarette on the carpet.

The respondent therefore asks that this application be dismissed.

In response to the tenant's testimony the applicant testified that:

- She had been providing three meals a day to the tenant.

Analysis

The tenant did not pay the March 2009 rent even though she lived in the unit till near the end of March and therefore I will allow the claim for March 2009 rent of \$500.00, because although the tenant claims to have paid an extra hundred dollars per month she is provided no evidence in support of that claim.

A dismissed the claim for April 2009 rent because although she claims to have done so, the landlord has provided no evidence to show that she attempted to re-rent the unit and thereby mitigate any loss.



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I also dismissed the claim for the damage to the couch. The applicant does not know the age of the couch and stated during the hearing that she thinks it may be about five years old however looking at the photo evidence I find it more likely that this couch is 10 or more years old. I therefore have to take normal depreciation into account, and since couches are considered to be fully depreciated in 10 years I will not allow any of this claim.

I also dismissed the claim for the damage to the carpet, because the landlord has supplied no evidence to show that this damage was caused by the tenant. The landlord in fact testified that she did not witness the tenant burn the carpet, but has assumed that the tenant must've caused the damage. The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

Conclusion

I have issued an order for the respondent to pay \$500.00 to the applicant, and the remainder of the claim is dismissed without leave to reapply.

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 16, 2009.

Dispute Resolution Officer