



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MND, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application requesting compensation for damage to the rental unit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Is the landlord lord entitled to compensation for carpet replacement in the sum of \$1,448.88?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced in March 2009 and ended June 30, 2010. Move-in and move-out condition inspections were not completed.

The home is 13 years old; the landlord purchased it in 2008 and is unsure if the carpets are original.

The landlord is claiming the cost of carpet replacement as it was damaged by the tenant's pets.

Both parties agreed that at the start of the tenancy the carpet was damaged and torn at areas where it transitioned to linoleum.

The landlord submitted copies of a carpet estimate and a receipt in the sum of \$927.91 dated August 20, 2010.

The tenant did not notice anything wrong with the carpet outside of the original tears and damage; it had not been cleaned prior to them moving in.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

Residential Tenancy Branch policy suggests that carpet has a useful life of approximately 10 years; I find this to be a reasonable stance.

In the absence of evidence indicating the age of the carpet and condition inspection reports detailing the condition of the carpet at the start of the tenancy, I find, on the balance of probabilities, that the landlord has not proven the tenants should be responsible for replacement of the carpet; therefore, the claim is dismissed.

Conclusion

The claim is dismissed.

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: April 11, 2011.

Residential Tenancy Branch