



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

Some documentary 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.

Issue(s) to be Decided

This is a request for a monetary order for \$4050.72.

Background and Evidence

The applicant testified that:

- The carpets in his rental unit were new in September of 2009.
- Prior to the respondents moving in on January 15, 2011, he was the only person who had lived in the rental unit and the carpets were still in like new condition when the respondents moved in.
- When the respondents moved out of the rental unit the carpets were badly stained to the point that they could not be restored by washing and had to be replaced.
- He has provided the move in inspection report from the respondent's tenancy, and the move in inspection report from the tenant that followed.

- On the move in inspection report of the respondents there is no mention of any staining of the carpets.
- On the move in inspection report of the following tenant all the carpets are listed as stained.
- The tenants also failed to pay the full rent for the final month of their tenancy.

The applicant is therefore requesting an order as follows:

Cost of carpet replacement (lowest estimate)	\$4350.72
Outstanding rent	\$300.00
Filing fee	\$50.00
Total	\$4700.72

The applicant further request an order to keep the full security deposit of \$650.00 towards the claim and requests a monetary order be issued in the amount of \$4050.72.

The respondents testified that:

- They cleaned the carpets twice during the term of the tenancy and then again a third time when they moved out of the rental unit.
- After cleaning the carpets when they moved out there were no stains left in the carpets and no reason for the carpets to be replaced.
- They do not dispute the claim for the outstanding rent; however they do not believe they should be held responsible for the cost of replacing carpets.

Analysis

It is my decision that the landlord has not met the burden of proving that the carpets in the rental unit were in need of replacement at the end of this tenancy.

The landlord claims that the carpets could not be restored by washing however he has not supplied any evidence that there was any attempt to have the carpets professionally cleaned.

Further although he claims the carpets were left badly stained he has provided no evidence of the staining other than to move in inspection report from a new tenant on which it states stains beside each carpet. The landlord claims that the new tenant could verify that all the carpets were stained, however the new tenant was not available to give testimony at today's hearing.

Therefore in the absence of any testimony from the new tenant it is basically just the applicant's word against that of the respondents. 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.

Therefore I will not allow the claim for the cost of replacing carpets.

The tenants have not disputed the claim for the outstanding rent however and therefore I allow that portion of the claim.

I will not order that the tenants bear the cost of the filing fee however because the landlord has stated that the tenants had already given him permission to keep \$300.00 of the security deposit to cover that outstanding rent.

Conclusion

I have allowed \$300.00 of the landlords claim, and therefore the landlord may retain \$300.00 of the tenant's security deposit, and I have issued an order for the landlord to return the remaining \$350.00 to the tenants.

The remainder of the landlords 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: December 14, 2011.

Residential Tenancy Branch