



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of replacing the carpet and for the filing fee.

The landlord sent a copy of this application and the notice of hearing to the tenant by registered mail on July 08, 2015, to the forwarding address provided by the tenant. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

The landlord had made prior application for damages at the end of tenancy and this matter was heard on June 03, 2015. The landlord had not applied for the cost of repairing a kitchen counter and replacing kitchen flooring in the prior application. The landlord has added these costs in her current application that was heard on this date – December 15, 2015. At the start of the hearing the landlord withdrew her application for the additional costs.

In a decision dated June 11, 2015, regarding the landlord's claim for the cost of replacing the carpet, the Arbitrator states:

*The landlord testified that she did not clean the carpets within the rental unit. She testified that, on inspection, it was determined that the carpets would be pulled up and replaced. She provided an invoice showing the carpets were pulled up. She testified that she has yet to know the entirety of the cost of re-carpeting and does not apply at this time with respect to that financial loss.*

Accordingly, the landlord's claim for the cost of replacing the carpet was not heard or addressed during that hearing.

**Issues to be decided**

Is the landlord entitled to a monetary order for the cost of replacing the carpet and for the recovery of the filing fee?

**Background and Evidence**

The tenancy started on January 01, 2014 and ended on December 31, 2014. The landlord stated that the tenant left the carpet in a condition in which it could not be cleaned and therefore needed to be replaced. The landlord filed an invoice dated May 20, 2015, for the cost of replacing the carpet. The landlord stated that the carpet was 18 years old and is claiming \$6,062.73 for the replacement of the carpet. The landlord stated that even though the carpet was 18 years old, it was in good condition at the start of the tenancy and still had some useful life left.

**Analysis**

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the carpet. As per this policy, the useful life of carpeting is ten years. The landlord testified that the carpet is 18 years old. Therefore by the end of the tenancy, the carpet had outlived its useful life. In addition the landlord had the carpet replaced on or before May 20, 2015 and could have presented this evidence at the previous hearing on June 03, 2015.

Accordingly, the landlord's claim for \$6,062.73 is dismissed.

**Conclusion**

The landlord's application is dismissed and the landlord must bear the cost of filing this application.

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 15, 2015

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Residential Tenancy Branch

