



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NAROD PROPERTIES CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing by conference call and gave undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that both the tenants were served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on September 8, 2015 and has provided a copy of the Canada Post Customer Receipt Tracking number as confirmation of service. The landlord clarified that one of the packages was received by the tenants and the other was returned to the landlord. I accept the undisputed affirmed testimony of the landlord and find that the landlord has properly served the tenants with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act. The tenants are deemed to have received the notice of hearing package and the submitted documentary evidence 5 days later as per section 90 of the Act.

The landlord also clarified that he was lowering his monetary claim from \$3,175.00 to \$2,625.00 as per the submitted invoice from the contractor for carpet replacement.

During the hearing the landlord provided a new mailing address as they have recently relocated. As such, the landlord's application shall be updated to reflect the landlord's new mailing address.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord seeks a monetary claim of \$2,625.00 for Carpet Replacement. The landlord stated that the tenants left the rental unit with the carpets damaged and unsalvageable. The landlord has submitted a copy of the invoice dated October 5, 2015 for \$2,625.00 to replace the carpet and under pad as it was soiled with pet urine.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed testimony of the landlord and find on a balance of probabilities that the landlord has established a claim for damages of \$2,625.00 for damaged carpet. The landlord has provided a copy of the invoice dated October 5, 2015 of \$2,625.00 for the replacement of carpet. The landlord has also provided undisputed affirmed testimony that the tenants left the carpet damaged at the end of the tenancy.

The landlord having been successful is entitled to recovery of the \$50.00 filing fee.

Conclusion

The landlord is granted a monetary order of \$2,675.00.

The tenant(s) must be served with this order as soon as possible. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

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: March 08, 2016

Residential Tenancy Branch

