



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Norbill Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the tenant's application for monetary compensation. The tenant and an agent of the landlord participated in the teleconference hearing.

The tenant had incorrectly named the landlord's agent as the respondent, and in the hearing I confirmed with both parties the correct name of the corporate landlord. I have amended the style of cause to name only the corporate landlord as respondent.

The parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenant first began occupying the rental unit with her husband, BF, in 1996. The tenant moved out of the rental unit in 2002, and BF remained. In 2007, the tenant moved back into the rental unit and BF moved out. On March 26, 2008, the tenant signed a new tenancy agreement with the landlord. The tenant and the landlord then carried out a move-in inspection on April 21, 2008. The tenancy ended on August 31, 2014.

Tenant's Claim

The tenant filed her application for dispute resolution on August 30, 2016.

The tenant claimed compensation for carpet replacement and stolen or damaged personal possessions, as follows:

- 1) \$3,427.10 for carpet replacement – the tenant stated that before she moved back into the rental unit in 2007, she asked the landlord to replace the carpets. The tenant stated that her husband, BF, paid \$3,427.10 to replace the carpets. The tenant confirmed that BF is now deceased. The tenant acknowledged that there was no written agreement that the landlord would reimburse any of the cost of replacing the carpet;
- 2) \$5,300.00 estimate for stolen jewellery – the tenant stated that some of her jewellery and crystals were stolen during her tenancy. The tenant suspected the landlord's agent of stealing these items;
- 3) \$1,600.00 for a stolen darkroom enlarger – as with the jewellery and crystals, the tenant suspected the landlord's agent of stealing this item;
- 4) \$250.00 estimated to repair a damaged stained glass lampshade – the tenant stated that she believed that the landlord's agent entered her unit during the tenancy and damaged this item; and
- 5) \$4,800.00 for several items that the tenant stated were damaged while they were in her storage locker when a wet tent was stored in the locker beside hers. The tenant stated that these items were ruined with a musty odour.

Landlord's Reply

The landlord denied entering the tenant's suite. The landlord emphatically denied stealing any of the tenant's possessions. The landlord stated that she had never seen the lamp that the tenant claimed is damaged.

In regard to the carpets, the landlord stated that she was not the agent at the time that the tenant's husband, BF, replaced the carpets. The landlord stated that she looked in their archives and found no reference to the tenant's carpets.

The landlord stated that when the tenant complained about the smell in her storage locker, she went down and checked it but she could not smell anything. The landlord stated that the tenant who had previously used the neighbouring locker, where the tenant stated a wet tent was stored, had already moved out and the locker was now occupied by a new tenant.

Analysis

I find that the tenant's application is without merit.

There is no evidence that the landlord offered or agreed to pay for any portion of the carpeting that was replaced. The tenant's husband, BF, incurred that cost, not the tenant herself. The tenant entered into a new tenancy agreement with the landlord in 2008, and therefore the carpets were replaced in a previous tenancy. A claim must be filed within two years of the time a tenancy ends.

The tenant had suspicions about her stolen and broken items, but those suspicions were not supported by the tenant's evidence, which consisted merely of further speculation.

The landlord investigated the tenant's claim regarding an odour in the tenant's storage locker and the adjacent locker, but she found no odour. The tenant provided no evidence of neglect by the landlord in this matter.

As the claim is not successful, the tenant is not entitled to recovery of her filing fee.

Conclusion

The tenant's application is dismissed in its entirety.

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 13, 2017

Residential Tenancy Branch