



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MND, MNSD, FF

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlords. Both files were heard together.

The tenant's application is a request for a monetary order for \$937.50.

The landlord's application is a request for a monetary order for \$2142.80, a request for recovery of the \$100.00 filing fee, and a request to retain the full security deposit of \$1150.00 towards the claim.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant 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 parties were affirmed.

**Since the tenants application was the first one filed, I dealt with the tenants application first.**

### Tenants Application

Issue(s) to be Decided

The issue is whether or not the tenant has established a monetary claim against the landlord and if so in what amount.

Background and Evidence

This tenancy began on November 15, 2015, with a monthly rent of \$2300.00.

The tenant testified that there was a flood under the bathroom sink on July 15, 2016, as a result of a supply line coming loose, and as a result they lost the use of a portion of the rental property from the date of the leak until the end of the tenancy.

The tenant further testified that there had been a leak under that sink previously, however the landlords had repaired that leak in February of 2016, and there had been no sign of any leak since then.

The tenant stated that she is requesting a rebate of one quarter of the rent paid for loss of use for a six week period, from the date her son had to move out of his bedroom on August 15, 2016, until the end of the tenancy on September 30, 2016.

Analysis

The tenant has testified that, although there was previously a leak under the sink, that leak had been repaired in February of 2016, and there had been no indication of any leaks since then, nor had she reported any further problems with leaking to the landlord prior to the occurrence on July 15, 2016.

It is my finding that this leak was not the result of any willful or negligent actions on the part of the landlord, because the landlord had no way of knowing that leak was going to occur, and the landlord therefore cannot be held liable for any loss that resulted.

It is my decision therefore, that I will not allow the tenants claim for rent rebate.

Conclusion

The tenant's application is dismissed, in full, without leave to reapply.

Landlords Application

Issue(s) to be Decided

The issue is whether or not the landlords have established a monetary claim against the tenant for damage to a carpet in the rental unit.

Background and Evidence

The landlords testified that a carpet in the rental unit was damaged during the tenancy and the tenant had attempted to repair the carpet by cutting pieces out and gluing new pieces into the carpet, however the landlord's further stated that the repair was very obvious as it could be seen, plus the carpet was very hard when you stepped on it due to the glue.

The landlords are therefore requesting an order that the tenant be required to pay for the replacement cost of the carpet.

The landlord's further testified that the carpet was at least 10 years old.

Analysis

Although this carpet may well have been damaged by the tenant during the tenancy, awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item.

Residential Tenancy Policy Guideline number 40 lays out the useful life of building elements, and under that guideline the useful life of carpets is considered to be 10 years.

Therefore, since the carpets in this rental unit were at least 10 years old they are considered to be completely depreciated, and the replacement cost would therefore be reduced by 100%.

I therefore will not allow the landlords claim for the cost of replacing the damaged carpet.

The landlords are therefore are required to return the tenants full security deposit of \$1150.00.

Conclusion

The landlord's application is dismissed in full, without leave to reapply, and I have issued a monetary order for the landlord's to return the full security deposit of \$1150.00 to the tenant.

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 07, 2017

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Residential Tenancy Branch

