



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, FFL

### Introduction

On February 28, 2018, the Landlord submitted an Application for Dispute Resolution seeking a monetary order for order for damage to the unit and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord and Tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Tenant testified that she sent a copy of her documentary evidence to the Landlord using regular mail on September 18, 2018. The Landlord testified that she never received any evidence from the Tenant.

The Residential Tenancy Branch Rules of procedure require that a respondent provide documentary evidence to the RTB and applicant a full seven days prior to the hearing. I find that the Tenant failed to provide a copy of her evidence to the Landlord at least seven days prior to the hearing, and the Landlord has not received the evidence or had an opportunity to consider it or respond. For this reason it would be unfair to consider the documentary evidence from the Tenant. The Tenant's evidence is excluded from the hearing.

The Landlords claim is limited to the amount of \$1,180.76 listed in the application and Notice that was served on the Tenant.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to the rental unit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on February 1, 2008. The tenancy ended at the end of March 2018. Rent in the amount of \$1,248.84 was due by the first day of each month. The Tenant paid the Landlord a security deposit of \$550.00 and a pet damage deposit of \$100.00.

The Landlord is seeking compensation in the amount of \$1,180.76 for the cost to replace a carpet.

The Landlord testified that in September 2012, the Tenant was permitted to remove the carpet and leave the floor as concrete, on the agreement that the Tenant would replace the carpet at the end of the tenancy.

The Landlord testified that the Tenant disposed of the removed carpet and the Tenant failed to replace the carpet at the end of the tenancy.

The Landlord testified that the carpet was two years old at the start of the tenancy.

In response, the Tenant submitted that she does not know the age of the carpet at the start of the tenancy.

The Tenant acknowledged that she agreed to replace the carpet at the end of the tenancy. She testified that she removed the carpet because there was a small amount of cat urine on the carpet. She testified that she threw the carpet away.

The Tenant submitted that since the Landlord failed to conduct a move in and move out inspection, the Landlords right to make a claim against the security deposit is extinguished.

The Tenant submitted that the Landlord renovated the unit and replaced all the flooring in the rental unit at the end of the tenancy, and she submitted that the Landlord would have ripped the carpet out had the Tenant replaced it. She submitted that the carpet was 12 years old.

### Analysis

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

*a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.*

The Residential Tenancy Policy Guideline #40 useful Life of Building Element's provides that the useful life of a carpet is ten years.

After considering the testimony of the Landlord and Tenants, and on balance of probabilities, I make the following findings:

I find that the carpet was not new at the start of the tenancy and I accept the Landlord's submission that the carpet was 2 years old at the start of the tenancy. I find that the carpet was removed by the Tenant in September 2012. I find that the Tenant used the carpet for 4.5 years prior to removing it and that the carpet was 6.5 years old when it was removed from the rental unit.

I have considered the policy guideline with respect to useful life of building elements. I find that the carpet had 3.5 years of useful life remaining.

I find that the Tenant was responsible to replace the carpet at the end of the tenancy and failed to do so. I find that the Tenant is responsible to compensate the Landlord for the remaining life of the carpet.

The Landlord's claim is restricted to the amount listed in the application. I award the Landlord the amount of \$413.26 for the remaining value of the carpet.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Landlord was successful with her application. I order the Tenant to repay the amount of \$100.00 for the cost of the application.

With respect to the Tenant's submission regarding the Landlords failure to conduct a move in and move out inspection, I find that a Landlords right to make a claim against the security deposit is extinguished if a move in or move out inspection is not conducted. However; in the case before me, the Landlord has not applied to keep the security deposit or pet damage deposit. The Landlord retains a right to make claims for damage or loss.

#### Monetary Awards

The Landlord has established a monetary claim for damage and the filing fee in the amount of \$513.26.

I grant the Landlord a monetary order in the amount of \$513.26. The order must be served on the Tenant and may be enforced in the Provincial Court.

#### Conclusion

I grant the Landlord a monetary order in the amount of \$513.26. The order must be served on the Tenant and may be enforced in the Provincial 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: October 1, 2018

---

Residential Tenancy Branch