



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, FFL

Introduction

On September 7, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for damages, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord, Tenant and the Tenants’ Representative attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

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.

Issues to be Decided

Should the Landlord receive a Monetary Order for damages to the rental unit, in accordance with Section 67 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

The Tenants and the Landlord agreed on the following terms of the tenancy:

The one-year, fixed term tenancy began on July 1, 2013 and continued on as a month-to-month tenancy. The rent at the end of the tenancy was \$1,120.00 per month and the

Landlord collected, and has since returned, the security deposit of \$525.00. The tenancy ended on August 31, 2018.

Claim for Damaged Carpet:

Part of the Landlord's claim is that the Tenants were responsible for damaging the living room carpet, by the entrance of the front door. The Landlord submitted a photo showing some discoloration of the carpet and stated that the Tenants failed to take off their shoes when entering the home over the five-year tenancy, and caused the discoloration and damage to the carpet.

The Landlord stated that the carpet was one year old when the tenancy began; therefore, has sustained 6 years of wear and tear. After the first year of the tenancy, the Landlord stated that he bought a door mat to cover the landing; however, there was not enough clearance under the door for the mat. The Landlord directed the Tenants to take off their shoes upon entry to the rental unit.

The Landlord submitted a spreadsheet that indicated the cost to re-carpet the living room (same carpet as the front door threshold) would be \$2,043.08. The Landlord referred to a quote from Home Depot that provided some estimates and was dated September 15, 2017. The Landlord is claiming that the useful life of carpet is ten years and therefore, he should be compensated for 40% of the cost to replace the carpet, for a total of \$817.23.

The Tenants acknowledged that the carpet had a slight discolouration and submitted a picture that was taken after the Tenants steam cleaned the carpet. The Tenants pointed out that this picture only showed discolouration next to the threshold and that otherwise, the carpet showed that it was in good condition and that the Tenants took care of the carpet.

The Tenant stated that there was no way to mitigate the wear and tear as they could not place a mat at the entrance and that the Landlord's choice to place carpet up against the front door threshold didn't consider the potential of damage.

Claim for replacement of damaged wallpaper:

The Landlord claimed that the Tenants were responsible for several rips in the wallpaper of one bedroom and submitted a picture of two rips. The Landlord

acknowledged that the wallpaper was approximately 23 years old. The Landlord claimed costs for wallpaper stripper, paint, and labour for a total claim of \$176.65.

The Tenants admitted that their child was responsible for the rips in the wallpaper; however, stated that the seams of the wallpaper were fraying and that the wallpaper was far beyond its useful life. The Tenant stated that only two walls had wallpaper and that the Landlord is claiming costs for repainting the whole room.

Claim for damaged closet doors:

The Landlord stated that a closet door was off it's hinges and that the Tenants were responsible for the losing the parts necessary to re-hang the doors. The Landlord bought a repair kit to fix the closet doors and is claiming the cost of \$16.79. The Landlord is not claiming his labour to fix the doors.

The Tenants stated that the doors were likely installed in 1980 and that these types of doors are notorious for failure.

Claim for cleaning the oven:

The Landlord testified that the oven was not cleaned and submitted three pictures to support his testimony. The Landlord is claiming \$25.34 for oven cleaner and his time.

The Tenants accepted that the oven was left dirty; although, they stated they were unable to clean it at times throughout the last week because of workers in the kitchen. The Tenants stated the self-clean function failed on the last day of the tenancy.

Claim for cleaning the fridge:

The Landlord stated that the outside of the fridge was worn, and the cabinet paint was wearing off. The Landlord is claiming \$10.00 for his labour to clean the fridge.

The Tenants submitted pictures of the inside of the fridge that showed it was well cleaned. The Tenants stated that the outside of the fridge had been painted by the Landlord and it was normal that it would wear after five years of use.

Analysis

Section 7(1) of the Act establishes that a Tenant who does not comply with the Act, the Regulations or the Tenancy Agreement must compensate the Landlord for damage or loss that results from that failure to comply.

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 the responsible 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 Applicant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the Tenancy Agreement or a contravention of the Act on the part of the other party. Once that has been established, the Applicant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Before awarding a monetary claim, I have to consider Section 7(2) of the Act that states a Landlord or Tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the Regulations or their Tenancy Agreement must do whatever is reasonable to minimize the damage or loss.

The Landlord has claimed a loss for damage to the carpet as a result of the Tenants' failure to remove their shoes before walking into the rental unit. The Landlord has claimed the cost of replacing the entire living room carpet and then acknowledged, because the carpet was six years old of a ten-year useful life span, that he is claiming 40% of the total replacement fee in the amount of \$817.23.

I find that the Landlord has established that there has been some slight damage that has occurred to the carpet at the threshold of the entrance door of the rental unit. I accept that the Tenants have cleaned the carpet to the best of their ability and that it still appears to be damaged. The burden is on the Landlord to prove that the damage occurred as a result of the Tenants' violation of the Tenancy Agreement or the Act and furthermore, that the Landlord made reasonable efforts to mitigate the potential damage.

I accept that the Landlord was mindful of the wear on the carpet early on in the tenancy and attempted to minimize any losses by placing a mat at the threshold of the door. The Landlord acknowledged that this did not work and left the responsibility with the Tenants to make sure they did not walk into the rental unit with their shoes on. The

Landlord chose not to, for example, trim the bottom of the door to allow for a mat to be placed over the carpet or replace the threshold carpet with tile or another non-porous surface.

After considering the testimony and evidence of all parties, I find that the Landlord failed to provide sufficient evidence that the slight damage to the carpet was as a result of the Tenants' violation of the Tenancy Agreement or a contravention of the Act.

Furthermore, I find that the Landlord did not provide an accurate estimate of the cost of the damage or any options for mitigating his losses by obtaining quotes for replacing only the damaged part of the carpet; which would also potentially minimize future losses (for example, tiling the threshold). For these reasons, I dismiss this part of the Landlord's claim.

The Tenants provided undisputed testimony that the wallpaper was peeling at the seams. The Landlord admitted that the wallpaper was approximately 23 years old. For these reasons, I find that the wallpaper was far beyond its useful life and the Landlord has not identified a monetary loss. I dismiss this part of the Landlord's claim for compensation.

The Landlord stated the Tenants damaged the closet doors and misplaced the parts to fix the doors. I find that the Landlord not provide sufficient evidence that the Tenants caused the damage versus the doors malfunctioned due to normal wear and tear. I dismiss this part of the Landlord's claim.

Tenants are responsible for cleaning the appliances upon ending their tenancy. Both parties agreed that the oven was not cleaned. I find that the Landlord has established a monetary claim for his time and expenses to clean the oven, in the amount of \$25.34.

The Landlord had painted the outside of a used refrigerator prior to the start of the tenancy. The Landlord claimed that the Tenants were responsible for the wear on the outside of the fridge during their tenancy. The Tenants supplied pictures of the inside of their fridge that indicated they showed diligence in cleaning the fridge. I find that the Landlord failed to provide sufficient evidence that any damage that he is claiming was as a result of the Tenants breaching the Act or the Tenancy Agreement. I dismiss this part of the Landlord's claim.

As the Landlord was only partially successful in his claim, I only award him compensation for half the cost of the filing fee, in the amount of \$50.00.

The Landlord has established a monetary claim in the amount of \$75.34, which includes \$25.34 in compensation for cleaning the oven and \$50.00 in compensation for a portion of the Filing Fee for this Application for Dispute Resolution. Based on these determinations, I grant the Landlord a Monetary Order for \$75.34, in accordance with Section 67 of the Act.

Conclusion

Pursuant to Section 67 of the Act, I grant the Landlord a Monetary Order for \$75.34. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order 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: December 12, 2018

Residential Tenancy Branch