



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SKYLINE LIVING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, 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 retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. The landlord's agent (the landlord) confirmed that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 23, 2020 which the landlord confirmed was delivered on March 26, 2020 as per the submitted copy of the Canada Post online search delivery history. The tenant provided affirmed testimony confirming receipt of the landlord's notice and submitted documentary evidence. The tenant confirmed that she did not provide any documentary evidence for the hearing.

I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage and recovery of the filing fee?
Is the landlord entitled to retain all or part of the security deposit?

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.

This tenancy began on April 27, 2018 on a fixed term tenancy ending on April 30, 2019 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated April 27, 2018. The monthly rent was \$1,520.00 payable on the 1st day of each month. A security deposit of \$697.50 was paid.

The landlord provided evidence that a mutual agreement to end the tenancy (RTB-8) was signed on January 31, 2020 with the tenant to end the tenancy on February 29, 2020. The landlord claims at the end of tenancy, the landlord inspected the rental unit and discovered damage to the carpet in the living which the landlord claims was caused by the tenant's dog. The landlord further stated that the damage was caused in several different areas which prevented the repair of the carpet and required the landlord to replace the living room carpet. The tenant confirmed in her direct testimony that her dog had damaged the carpet in the living room.

The landlord seeks compensation of \$896.12 based upon a third party contractor quote to remove and replace the damaged carpet dated March 5, 2020.

In support of this claim the landlord has submitted copies of:

Completed RTB -8, Mutual Agreement to End Tenancy dated January 31, 2020
9 photographs of the rental unit at the end of tenancy
RTB-22, Notice of Final Opportunity to Schedule a Condition Inspection, dated February 29, 2020 X2
Email exchange between parties, dated January 18, 2020 re: Damage to the living room carpet caused by our dog
Completed Condition Inspection Report, Move-In dated April 27, 2018
Incomplete Condition Inspection Report, Move-Out dated February 29, 2020
Revised Invoice for Carpet of \$896.12

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 evidence of both parties and find that the landlord has established a claim of \$896.12 for replacement of the living room carpet. The tenant provided affirmed testimony that her dog had damaged the carpet in the living room. The landlord also provided undisputed affirmed testimony that the living room carpet was damaged in several areas which required the replacement instead of the repair of the carpet.

I also find that as the landlord has been successful, the landlord is entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$697.50 security deposit in partial satisfaction of this claim.

Conclusion

The landlord is granted a monetary order for \$298.82.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial Court of British Columbia 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: July 20, 2020

Residential Tenancy Branch