



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord and gave affirmed testimony. The tenant did not submit any documentation for this hearing.

Issue to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on June 1, 2014 and ended on December 31, 2020. The tenant was obligated to pay \$9000.00 per month in rent. The landlord testified that the carpet was 8 years old when the tenant moved out. The landlord testified that the carpet had to be replaced at a cost of \$3596.00 as it was cut by the tenant.

The tenant gave the following testimony. The tenant testified that he knows that the carpet is at least 11 years old, if not older because he used to visit the previous tenant in this unit as far back as 2010. The tenant testified that it was simple wear and tear and that the carpet was already very old.

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 provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I address the landlords claim and my findings as follows.

Residential Tenancy Policy Guideline 40 addresses the life span of specific building components and lists carpets at 10 years. As noted above, the applicant bears the responsibility of providing sufficient evidence to support their claim. The landlord was unsure if the carpet was older than 8 years old and didn't provide supporting evidence to verify the age of the carpet. In addition, the landlord did not provide sufficient evidence to show that the carpet had to be replaced as the photos provided are black and white and of a poor quality. Furthermore, the landlord did not provide a copy of the move in and move out condition inspection report to provide a "snapshot" of the condition of the unit at move in versus move out, if any. Based on the insufficient documentation before me, I find that the landlord is not entitled to any compensation and therefore dismiss this application in its entirety without leave to reapply.

Conclusion

The landlord's application is dismissed in its entirety without leave to reapply.

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: May 21, 2021

Residential Tenancy Branch