



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Page: 1

DECISION

Dispute Codes MNDCL FFL

Introduction

The landlord seeks compensation under the *Residential Tenancy Act* (the “Act”).

An arbitration hearing was held on January 9, 2023 and the landlord’s representative attended. The tenant did not attend the hearing which ended at 1:36 PM.

The landlord’s representative testified under oath, and provided documentary evidence to support their testimony, that the tenant was served with the *Notice of Dispute Resolution Proceeding* by registered mail on May 10, 2022. Given this undisputed evidence it is therefore my finding that the tenant was served with the required paperwork necessary for them to participate in the dispute resolution process.

Issue

Is the landlord entitled to compensation?

Background and Evidence

Early in 2022 the tenant caused, likely through negligence, a fire in the rental unit. This fire caused significant damage to the carpet. The damage to the carpet was substantial enough that the carpet needed to be replaced. The landlord seeks compensation for half of the cost to replace the carpet (the carpet was about ten years old at the time of the fire) in the amount of \$603.75.

Submitted into evidence were photographs of the burnt carpet, an email from a tenant who lives above the rental unit and who described the smoke, a copy of the receipt for the new carpet, and a completed Monetary Order Worksheet.

Analysis

If a landlord or tenant does not comply with the Act, the regulations, or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results (section 7 of the Act). An arbitrator may determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party breaching the Act (section 67 of the Act).

To determine if a party is entitled to compensation, the following four-part test must be met: (1) Did the respondent breach the Act, the tenancy agreement, or the regulations? (2) Did the applicant suffer a loss because of this breach? (3) Has the amount of the loss been proven? (4) Did the applicant take reasonable steps to minimize their loss?

The landlord must prove each part of the above-noted test on a balance of probabilities. This means that the landlord must provide evidence proving that it is more likely than not that the facts occurred as claimed.

Subsection 32(3) of the Act required a tenant to repair damage to the rental unit caused by their actions or negligence. Where a tenant does not repair the damage then the landlord may seek compensation in order to pay for the repairs.

In this application, the evidence persuades me that (1) the tenant breached subsection 32(3) of the Act by damaging the carpet of the rental unit, (2) has not (to date) repaired the damage or paid to have the damage repairs, (3) the landlord suffered a loss because of the tenant's breach, and (4) the landlord took reasonable steps to minimize their loss by (a) purchasing a reasonably-priced carpet replacement, and (b) reducing the total amount claimed by 50%.

Thus, after carefully considering the undisputed oral and documentary evidence before me, I find that the landlord has proven their claim on a balance of probabilities. They are therefore entitled to compensation in the amount of \$603.75. The landlord is also entitled to recover the cost of their application filing fee in the amount of \$100.00. In total, pursuant to sections 67 and 72(1) of the Act, the tenant is hereby ordered to pay to the landlord a total of \$703.75.

A copy of a monetary order in this amount is issued with this Decision to the landlord. The monetary order may, if necessary, be enforced in the Provincial Court of British Columbia.

Conclusion

The application is granted.

This decision is made on authority delegated under section 9.1(1) of the Act.

Dated: January 9, 2023

Residential Tenancy Branch