



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND MNSD FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damage to the rental unit, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on November 17, 2008. A Canada Post Receipt with a tracking number was submitted. The Canada Post website shows the mail was delivered on November 18, 2008. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord stated that this tenancy began on April 01, 2008; that he had an Order of Possession for the rental unit for October 31, 2008; and that the Tenant vacated the rental unit on November 03, 2008. The Agent stated that the Tenant was required to pay monthly rent of \$2,000.00 and that she paid a security deposit of \$1,000. 00 on April 01, 2008.

The Landlord is seeking compensation, in the amount of \$1,200.00, for repairing the walls of the rental unit and for painting the rental unit. The Agent for the Landlord stated that the Tenant "spackled" many of the walls in the main floor of the house in preparation for painting, although she did not sand the walls and properly prepare it for painting, and she did not paint the walls. The Landlord did not submit written estimates for the cost of painting the rental unit, although he estimates it will cost \$200.00 in materials and \$1,000.00 in labour.

The Landlord is seeking compensation, in the amount of \$500.00, for repairing wallpaper in a downstairs bathroom. The Agent for the Landlord stated that the Tenant removed part of the wallpaper in the bathroom. The Landlord did not submit written estimates for the cost of replacing the wallpaper, although he estimates it will cost \$500.00 to replace the wallpaper.

The Landlord is seeking compensation, in the amount of \$1,000.00, for repairing a kitchen sink. The Agent for the Landlord stated that the Tenant damaged the sink by burning it with cigarettes. The Landlord did not submit written estimates for the cost of repairing the sink, although he estimates it will cost \$1,000.00 to repair or replace the sink.

The Landlord is seeking compensation, in the amount of \$484.00, for cleaning the rental unit. The Agent for the Landlord stated that the rental unit was not properly cleaned at the end of the tenancy. The Agent stated that the entire rental unit needed cleaning, including extensive cleaning in the kitchen. The Landlord submitted some photographs to show that the rental unit was not left in a reasonably clean condition at the end of the tenancy. The Landlord submitted receipts to show that he paid \$220.00 to an individual for eleven hours of cleaning and \$24.00 for dumping fees. He is also seeking compensation for approximately 12.5 hours of labour that the Landlord's staff spent cleaning the rental unit and removing garbage, at a rate of \$20.00 per hour.

The Landlord is seeking compensation, in the amount of \$110.25, for changing locks in the rental unit. The Agent for the Landlord stated that the locks needed to be changed because the Tenant did not return the keys to the rental unit. The Landlord submitted a receipt to show that an expense of \$110.25 was incurred.

The Landlord is seeking compensation, in the amount of \$1,491.69, for replacing the carpet in an upstairs bedroom. The Agent for the Landlord stated that the carpet needed to be replaced because the Tenant spilled paint on it when she was repainting the bedroom. The Landlord submitted photographs to show several paint stains on the carpet. The Landlord submitted an estimate for replacing the carpet, in the amount of \$1,491.69. The Agent for the Landlord stated that the carpet in the bedroom was approximately five years old.

Analysis

I find that the Landlord submitted insufficient evidence to establish the cost of painting the rental unit. Although the Landlord provided his own estimate of the cost of repairs, I find that I can not award damages in this matter until the true cost of the damage has

been established. On this basis, I dismiss the Landlord's application for compensation for painting the rental unit, with leave to reapply on this specific issue.

I find that the Landlord submitted insufficient evidence to establish the cost of replacing the wallpaper. Although the Landlord provided his own estimate of the cost of repairs, I find that I can not award damages in this matter until the true cost of the damage has been established. On this basis, I dismiss the Landlord's application for compensation for replacing the wallpaper, with leave to reapply on this specific issue.

I find that the Landlord submitted insufficient evidence to establish the cost of replacing or repairing the sink. Although the Landlord provided his own estimate of the cost of replacing the sink, I find that I can not award damages in this matter until the true cost of the damage has been established. On this basis, I dismiss the Landlord's application for compensation for repairing or replacing the kitchen sink, with leave to reapply on this specific issue.

In the absence of evidence to the contrary, I find that the rental unit required cleaning at the end of the tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in a reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. In the absence of evidence to the contrary, I find that the Landlord's staff spent 12.5 hours cleaning the rental unit and I find that they should be compensated at a rate of \$20.00 per hour for a total of \$250.00, which I find to be reasonable compensation for cleaning. I also find that the Landlord is entitled to compensation, in the amount of \$210.00, for the cost of hiring a cleaner and \$24.00 for dumping fees.

In the absence of evidence to the contrary, I find that the Tenant did not return the keys to the rental unit. I find that the Tenant failed to comply with section 37(2) of the *Act*

when she failed to return the keys to the rental unit and I find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$110.25.

In the absence of evidence to the contrary, I find that the Tenant damaged the carpet during the tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the carpet at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. The Residential Tenancy Policy Guidelines show that the life expectancy of carpet in a rental unit is ten years. The evidence shows that the carpet was five years old. I therefore find that the value of the carpet in the rental unit has depreciated by fifty percent, and that the Landlord is entitled to fifty percent of the cost of replacing the carpet, which in these circumstances is \$745.84.

I find that the Landlords application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to keep the security deposit plus interest, in the amount of \$1,010.66, in partial compensation of the damages caused to the rental unit.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,390.09 is comprised on \$484.00 in cleaning costs; \$110.25 to replace the locks; \$745.84 to replace the carpets; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I hereby authorize the Landlord to retain the security deposit plus interest, in the amount of \$1,010.66, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$379.43. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Dated: December 16, 2008