



# 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 dealt with an application by the landlord for a monetary claim due to damage to the rental unit. The landlord also requests to retain the tenant's security deposit plus interest in partial satisfaction of this claim.

Although the tenant was served with notice of this hearing and application by registered mail he did not appear for the hearing. I proceeded with the hearing in the tenant's absence.

### Issues to be Determined:

Has the landlord established a claim in damages to the rental unit? Is the landlord entitled to retain the tenant's security deposit plus interest in partial satisfaction of this claim?

### Background and Evidence:

This tenancy began March 1, 2007 for the monthly rent of \$700.00 and a security deposit of \$350.00. The tenant abandoned the rental unit sometime in August 2008. The landlord completed a move-in condition inspection of the rental unit with the tenant at the start of the tenancy. There was no move-out condition inspection completed with the tenant because the tenant abandoned the rental unit.

The tenant received information regarding the damage to the rental unit on two occasions prior to the landlord filing this application. The landlord received the tenant's forwarding address at this time and proceeded to file this application. The landlord is seeking the following monetary claim due to damage caused to the rental unit by the tenant:

Suite cleaning and supplies	\$22.00
Replacement of bedroom and entrance door	\$141.94
Replacement of missing bathroom light fixture	\$10.03
Replacement of damaged entry phone	\$137.07
Pro-rated cost to replace carpets in rental unit due to pet damage	\$1,210.50

Replacement of bi-fold closet door	\$86.21
New entry lock	\$25.00
Repair of damaged walls in rental unit	\$50.00
Material for sealing agent for sub-floor	\$36.00
Hauling charges for removal of carpet and underlay	\$273.00
Drape cleaning	\$35.00
Balcony cleaning	\$30.00
Cost of pictures as evidence for application	\$11.38
Recovery of filling fee paid for application	\$50.00
<b>Total</b>	<b>\$2,118.13</b>

The landlord submits that the tenant breached the tenancy agreement by having a pet which was unauthorized. This resulted in damage to the carpeting and sub-floor of the rental unit. The landlord confirmed that the carpet was new in 2007 and therefore request damage for the depreciated value of the replacement carpet.

The landlord also confirmed that the other fixtures damaged in the rental unit were original and is approximately 20 years old. The drape cleaning is the standard charge outlined in the tenancy agreement.

The tenant did not appear for the hearing or provide any response to the landlord's application.

#### Analysis:

I grant the landlord's application in part. I accept that the tenant breached the tenancy agreement by failing to return the rental unit in clean and undamaged condition and by having a pet contrary to the tenancy agreement. In the absence of any evidence from the tenant, I accept the damages claimed by the landlord.

However, the landlord is only entitled to damages over and above normal wear and tear and all costs must be depreciated to reflect the loss of value over time. Therefore, as with the landlord's claim for the replacement of carpets I have depreciated the landlord's monetary claim respecting the doors and closet doors which has very little value after 20 years. I only award the landlord a reasonable cost for the labour to repair this damage.

I find that the landlord has established the following monetary claim:

Suite cleaning and supplies	\$22.00
Replacement of bedroom and entrance door – labour expense only	\$95.40
Replacement of missing bathroom light fixture (already adjusted)	\$10.03
Replacement of damaged entry phone	\$137.07
Pro-rated cost to replace carpets in rental	\$1,210.50

unit due to pet damage	
Replacement of bi-fold closet door – labour charge only, estimated at \$25.00	\$25.00
New entry lock	\$25.00
Repair of damaged walls in rental unit	\$50.00
Material for sealing agent for sub-floor	\$36.00
Hauling charges for removal of carpet and underlay	\$273.00
Drape cleaning	\$35.00
Balcony cleaning	\$30.00
Recovery of filing fee paid for application	\$50.00
<b>Total</b>	<b>\$1,999.00</b>

The landlord did not provide the photographs for this application. However, there is no provision in the *Act* to reimburse a party for their costs for preparing for an application for dispute resolution except for the cost of the filing fee. Therefore, even if the photographs had been provided I would not have granted the landlord's request for this cost.

I also grant the landlord's request to retain the tenant's security deposit plus interest of \$359.70 in partial satisfaction of this claim. I grant the landlord a monetary Order for the remaining balance of **\$1,639.30**. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion:

I grant the landlord's application in part and have granted the landlord a monetary Order for the sum of \$1,639.30.

Dated December 30, 2008.

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Dispute Resolution Officer