

## **DECISION AND REASONS**

### Dispute Codes

MND, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for a monetary claim related to damage to the rental unit he alleges was caused by the tenant and a loss of one month's rental income while the work was completed. The tenant did not appear for the hearing.

### *Proof of Service*

The landlord stated that the tenant was personally served on January 29, 2009 at 8:00 p.m. The landlord stated that he determined this was the tenant's current address and was successful in serving the tenant in person.

This is an approved form of service as required by section 89 of the Act. In the absence of any evidence from the tenant I accept that service was conducted as declared by the landlord. I proceeded with the hearing in the tenant's absence.

### Issues to be Determined

Has the landlord established a monetary claim for the following damages?

- Removal of carpets and replacement with hardwood flooring;
- Repair of drywall and new paint throughout rental unit;
- Cost of materials and supplies;
- Loss of one month's rent while repairs completed; and
- Recovery of the filling fee paid by the landlord for this application.

### Background and Evidence

This tenancy began on April 1, 2007 for the monthly rent of \$850.00 and a security deposit of \$425.00. The tenancy ended on October 31, 2007. The landlord did not provide a move in or move out condition inspection report verifying the condition of the rental unit at the start or the end of the tenancy. The landlord did provide photographs which he alleges depict the condition of the rental unit at the end of the tenancy.

The landlord claims the following amounts due to damage and repair of the rental unit:

Materials for new flooring, wall repair, and painting	\$1,200.63
Loss of one month's rental revenue	\$850.00
Removal of carpet and installation of new hardwood flooring	\$1,500.00
Cost to repaint rental unit	\$850.00
Recovery of filling fee paid for this application	\$50.00

<b>Total</b>	<b>\$4,450.63</b>
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### Analysis

Section 23 and 35 of the *Act* require that a landlord conduct move in and move out condition inspection reports. One of the reasons for completing the condition reports is to establish what the condition of the rental unit is at the start and end of a tenancy. In the application before me the landlord has not provided any evidence of the condition of the rental unit at the start of the tenancy. However, the landlord has provided photographic evidence of the rental unit at the end of the tenancy which shows that it was left in very dirty condition. However, the pictures are of little assistance in assessing whether the tenant is responsible for the replacement of the floors in the rental unit and responsible for the costs associated with painting the rental unit.

Any claim for damages by a landlord must also reflect depreciation of the items being claimed due to normal wear and tear and for loss of value. Section 37 of the *Residential Tenancy Policy Guidelines Manual* provides a chart which lists the number of years that fixtures or improvements in a rental unit retain any useful life, or value. Finishes such as interior paint and carpet only have useful life or value for four and seven year respectively. The landlord confirmed in the hearing that the carpets in the rental unit were seven years old at the time they were replaced and that the rental unit was last painted seven years ago.

The landlord also seeks the loss of one month's rent which would be for the month of November 2007; however, all of the receipts provided by the landlord show that none of the supplies or work was purchased or completed until December 2007 which is over one month after the tenancy ended. It was not explained why the landlord did not begin to work on or repair the rental unit after the tenancy ended on October 31, 2007.

Based on the depreciation tables I find that the paint in the rental unit had no further value and I deny the landlord's claim to repaint the rental unit. However, based on the photographs I am satisfied that the tenant damaged the walls which required repairs to the drywall. Therefore, I do accept the landlord's claim for nine hours to repair, mud and sand the holes in the drywall at \$20.00 per hour for a total of \$180.00.

Section 7 of the *Act* places the obligation on the landlord, or any individual claim damages, to mitigate their loss. As a result, I deny the landlord claim for loss of rent for one month as the landlord did not begin repairs until over a month after the tenancy ended and therefore did not mitigate his loss at the time.

With respect to the landlord's claim that the carpets had to be replaced I find that the landlord is only entitled to a portion of the sum claimed. I make this determination on the basis that the carpets had depreciated seven years at that point and on the basis that I have no evidence before me to establish what condition the carpets were in when this tenancy began. Therefore, out of the sum of \$2,321.93 claimed by the landlord for labour and materials I only award the landlord 10 percent of the amount claimed, or the sum of \$232.20. I also grant the landlord's request to recover the \$50.00 filing fee paid for this application from the tenant.

Conclusion

I find that the landlord has established a total monetary claim for the sum of **\$462.20**. I grant the landlord a monetary Order for this sum. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Dated April 14, 2009.

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Dispute Resolution Officer