



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlord's request for a Monetary Order for damage to the rental unit and recovery of the filing fee. The landlord made application against two co-tenants; however, the landlord did not provide sufficient evidence that the female tenant was sufficiently served in accordance with the requirements of section 89 of the Act and agreed to amend the application to name the male tenant only. The landlord provided evidence that the male tenant was served with notification of this hearing by registered mail and the male tenant picked up the registered mail. Having been satisfied that the landlord adequately served the male tenant in accordance with the requirements of the Act, the hearing proceeded without the tenant present. This decision and accompanying order names the male tenant only.

Issues(s) to be Decided

1. Has the landlord established an entitlement to compensation for damage to the rental unit and is so, the amount?
2. Award of the filing fee.

Background and Evidence

The landlord provided evidence that the tenancy commenced November 1, 2007 and ended May 31, 2008. No security deposit was paid. The parties participated in a move-in and move-out inspection and the signed inspection report was provided as evidence by the landlord. The landlord also provided photographs of the rental unit at the end of the tenancy and copies of invoices to repair the damages and clean the rental unit.

The landlord testified that the rental unit was partially painted immediately before the tenancy commenced and the landlord spent \$1,338.75 to repaint the unit after the tenancy ended. The landlord is claiming \$267.75 against the tenant for painting. This amount represents 20 percent of the painting invoice and is an estimate of the damage beyond normal wear and tear for an eight month tenancy.

The landlord testified that 17 hours were spent cleaning the rental unit after the tenant vacated but the landlord is only claiming 13 hours, at \$20.00 per hour, for a claim of \$260.00 against the tenant.

The landlord provided evidence that an interior bedroom door in the bedroom was damaged beyond repair and it was replaced with a new door for a cost of \$70.05. The landlord was uncertain as to the age of the damaged door but stated that it was not the original to the building.

Analysis

When a tenancy ends, the tenant is required to leave the rental unit undamaged and reasonably clean. Where a tenant damages the unit or leaves it unclean, the landlord is entitled to seek compensation from the tenant to remediate the damages. The onus to prove the claim is upon the landlord. In this case, I find the landlord has provided sufficient evidence that the tenant caused damage to the walls and door beyond normal wear and tear and the tenant did not leave the rental unit in a reasonably clean condition.

I approve of the landlord's claims to recover \$267.75 for painting and \$260.00 for cleaning. Interior doors have a limited useful life and since the age of the replaced door

is unknown, I reduce the landlord's claim for the door by one-half to reflect an estimate of the age of the replaced door. As the landlord was largely successful in this application, I award the filing fee to the landlord.

In light of the above findings, I provide the landlord with a Monetary Order calculated as follows:

Painting	\$ 267.75
Cleaning	260.00
Door replacement (one-half)	35.02
Filing fee	<u>50.00</u>
Monetary Order	<u>\$ 612.77</u>

The landlord must serve the Monetary Order upon the tenant and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The landlord was largely successful in its application for monetary compensation against the tenant and has been provided a Monetary Order in the amount of \$612.77 to serve upon the tenant.

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: July 09, 2009.

Dispute Resolution Officer