



# 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 monetary compensation for damage to the rental unit and recovery of the filing fee. The tenant did not appear at the hearing. The landlord provided evidence that the tenant was served with notification of this hearing by registered mail. The registered mail was sent to an address the landlord determined was the current residence of the tenant by way of a search of the tenant's consumer credit report. I heard that the telephone number was obtained for that address and the person who answered the phone confirmed the tenant resided at that address. Upon consideration of all evidence provided, including the consumer credit report, I was satisfied the tenant was sufficiently served at an address at which she resides and I proceeded to hear from the landlord without the tenant present.

As a preliminary issue, it was noted that the landlord's application was made on June 9, 2009 and the tenancy ended August 31, 2007. Since the landlord's application was made less than two years after the tenancy ended, I found the landlord to be within the limitations for making a claim against the tenant and I proceeded to hear from the landlord with respect to the merits of this matter.

### Issues(s) to be Decided

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

### Background and Evidence

Based on undisputed evidence before me, I made the following findings of fact. The tenancy commenced in July 1997 and ended August 31, 2007. There was no security deposit collected from the tenant. Approximately one week before the end of the tenancy, the property caretaker attended the property and discussed acceptable cleaning standards with the tenant. The caretaker returned to the property September 4, 2007 and prepared the move-out condition inspection without the tenant present.

A move-in inspection report was provided as evidence and it indicates that the rental unit was painted and cleaned in June 1997. The move-out inspection indicates that the rental unit needed cleaning, painting, new flooring and a "complete refinish". It was

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noted that the backyard was full of dog feces, no keys were left behind and a child's bed was abandoned. The caretaker further notes that the tenant did not attempt contact with him.

The landlord provided evidence, including receipts, that the following expenses were incurred by the landlord:

Plugged toilet repair	\$ 114.56
Replace 3 interior doors	540.60
Clean rental unit and yard	233.20
Replace 2 light fixtures and 2 smoke detectors	151.35
Replace appliance handle	45.14
Window screen repair	17.22
Total claim	<u>\$1,102.07</u>

The landlord explained that four hours of the cleaning are provided at no charge to the tenant. The landlord appearing at the hearing testified she witnessed the condition of the rental unit herself and recalled that it was left in a very dirty condition.

Upon enquiry, the landlord was not certain as to the age of the interior doors, light fixtures or smoke detectors but testified that the house was likely build in the 1970's.

## Analysis

Section 21 of the Residential Tenancy Regulations provides that a condition inspection report is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary. From the inspection reports and testimony submitted as evidence, I accept that the rental unit was in need of cleaning at the end of the tenancy and I award cleaning of \$233.20 to the landlord.

Although the move-out inspection report referred to a need for a "complete refinish" I find this phrase to be too vague to determine the specific items that were damaged and the extent of the damage. The move-out inspection report provides for specific areas within a rental unit and next to those specific areas the caretaker indicated that the items were unclean or required painting but other damage was not noted next to specific items. Also of consideration is the age and natural deterioration of certain items. For example, according to Residential Tenancy Policy guidelines, interior doors have a normal useful life of 20 years and since I have insufficient evidence the doors were newer than the construction of the home, I find it likely the doors were older than 20 years and their depreciated value was negligible. I make similar findings with



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respect to the light fixtures, smoke detectors, appliance handle and window screen as these items have limited useful lives as well. Therefore, I deny the landlord's request for compensation for these items.

I note that the toilet was unplugged and invoiced by the plumber in July 2007, before the tenant vacated. I find it unlikely that the plugged toilet was attributable to normal wear and tear and I have little doubt the plugged toilet was caused by the actions of the tenant or a person permitted on the property by the tenant. Therefore, I grant the landlord's request to recover the cost of \$114.56 for the plumber.

As the landlord was partially successful with this application, I award the landlord one-half of the filing fee. In light of the above findings, the landlord is provided a Monetary Order in the amount of \$372.76 for cleaning, toilet repair and part of the filing fee.

To enforce the Monetary Order the landlord must first serve it upon the tenant and then file it in the Provincial Court (Small Claims) if the tenant does not pay within a reasonable time.

## Conclusion

The landlord was partially successful in this application and was provided a Monetary Order in the amount of \$372.76 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: September 29, 2009.

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Dispute Resolution Officer