

## **Decision**

### **Dispute Codes:**

MND, MNSD, FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damage to the rental unit; to apply the security deposit towards satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenants.

This matter was adjourned from March 17, 2010, for the Landlord to re-serve the Tenants with all of the documents. On March 17, 2010, the Tenant confirmed both of the Tenants' address for service of the documents, which is the same address that the Landlord gave on her Application for Dispute Resolution.

The Landlord gave affirmed testimony at both of the Hearings.

### **Preliminary Matters**

At the March 17, 2010 Hearing, the Landlord testified that she provided the Tenants with the Notice of Hearing documents, including all of the evidence. The Tenant advised that he had received some, but not all of the Landlord's evidence, and in particular, a copy of the Tenancy Agreement. The Tenant testified that he had not signed a Tenancy Agreement with the Landlord, and furthermore that the other Tenant was not a party to a Tenancy Agreement.

The Hearing was adjourned for the Landlord to re-serve the Tenants with her evidence package. The Tenant did not wish to provide the Landlord with the Tenants' residential address and provided an address for service of the documents, which is the place of business for one of the Tenants. Pursuant to the provisions of Sections 89(1)(e) and 71(1) of the Act, I ordered the Landlord to re-serve the Tenants, by courier, to the

address for service provided by the Tenant, and that such method of service would be deemed sufficiently served for the purposes of the Act.

The reconvened Hearing was scheduled for 1:30 p.m., May 4, 2010, via teleconference. Notices of Dispute Resolution were mailed by the Residential Tenancy Branch to the Applicant Landlord at the address provided on her Application for Dispute Resolution, and to the Respondent Tenants, at the address provided by the Tenant at the Hearing on March 17, 2010.

Based on the affirmed testimony of the Landlord, I am satisfied that the Tenants were served with the Landlord's evidence package, by courier, on March 17, 2010. I am satisfied that the Notice of Hearing documents for the May 4, 2010 Hearing were mailed to the Tenants at the address the Tenant gave for service. Neither of the Tenants signed into the teleconference on May 4, 2010, and this matter proceeded in their absence.

### **Background and Evidence**

The Landlord provided the following testimony and documentary evidence:

The Tenants and the Landlord entered into a tenancy agreement on January 20, 2007. The tenancy began on January 20, 2007 and ended on or about October 26, 2009. Monthly rent was \$1,450.00. The Tenants paid a security deposit in the amount of \$725.00 on January 15, 2007. A copy of the tenancy agreement was entered in evidence.

The Landlord and the Tenants performed a move-in condition report at the rental unit on January 19, 2007. The Tenants were to meet the Landlord at the rental unit on October 26, 2009, in order to perform a move-out Condition Inspection Report. The Landlord attended at the rental unit, but the Tenants did not. The Landlord completed the move-

out inspection on her own. A copy of the Condition Inspection Report was entered in evidence.

The Tenants did excessive damage to the rental unit. When the Tenants moved into the rental unit, it was freshly painted with new carpets. When the Tenants moved out of the rental unit, the carpets were damaged beyond repair; the doors and walls were filthy and damaged; and the rental unit was not cleaned. The Landlord provided photographs of the rental unit, taken before the tenancy began and at the end of the tenancy.

The Landlord provided receipted invoices for the cost of new carpeting and painting which was done before the tenancy started. The Landlord provided copies of estimates for the cost of painting the rental unit; replacing the carpets; and cleaning the rental unit. The cost of repairing the walls and doors and repainting was \$3,350.00. The cost of replacing the carpet was \$1,264.66 for materials. The estimate for the cost of cleaning the rental unit was \$342.50 (5 hours at \$68.50 per hour). The Landlord testified that she cleaned the rental unit herself and it took more than 20 hours to do so. The Landlord testified that the vinyl was also badly damaged and the fridge and dishwasher had to be replaced, but the Landlord is not claiming for these damages.

### **Analysis**

The Tenancy Agreement and the move-in Condition Inspection Report both have the names and signatures of both Tenants. Based on the undisputed testimony and supporting documentation, I am satisfied that both Tenants were Tenants under the Tenancy Agreement. I am satisfied that the Tenants caused damage to the rental unit, beyond normal wear and tear, and I find that the Landlord is entitled to compensation for those damages.

I accept the Landlord's testimony and supporting documentation that the carpet and paint were new when the Tenants moved into the rental unit. The Residential Tenancy Guidelines determine the useful life for carpets to be ten years, and the useful life of interior paint to be four years. Therefore, I award the Landlord the following amounts for the cost of replacing the carpets and repainting the rental unit:

Carpets ( $\$1,264.66 \times 7/10$ )	\$885.26
Repairs and paint for walls and doors ( $\$3,350 \times \frac{1}{4}$ )	\$837.50

The Landlord testified that she provided the labour for cleaning the rental suite. Therefore, I allow her claim for cleaning in the amount of \$100.00 (5 hours of cleaning at \$20.00 per hour).

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit, together with accrued interest, towards partial satisfaction of her monetary award. Interest has accrued in the amount of \$21.50.

The Landlord has been successful in her claim and is entitled to recover the cost of the filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Compensation for cost of replacing carpets	\$885.26
Compensation for cost of repairing and painting walls and doors	\$837.50
Compensation for cleaning the rental unit	\$100.00
Recovery of filing fee	\$50.00
Less security deposit set-off	<u>-\$746.50</u>
Balance due to the Landlord after set-off	\$ 1,126.26

**Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of \$1,126.26 against the Tenants. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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: May 4, 2010