



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes FF, & MND

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$17,694.67 and a request that the respondent bear the \$100.00 cost of the filing fee that was paid for the application for dispute resolution, for a total claim of \$17,794.67

Background and Evidence

The landlords testified that:

- The tenant has been using a bleach-based cleaning substance on all the surfaces in the rental property and as a result there is extensive damage.
- There is damage to doors, carpeting, vinyl floor, underlay, cabinets, countertops, tub surround, all interior doors, hinges, door handle's, door jambs, baseboard, trims, all drywall surfaces, sinks, faucets, light fixtures, and all millwork in the rental unit.
- The tenant has admitted that she had been using a breach based product however over year ago she stated she would stop using the product, but it is there belief that

she has not, as the damage to the rental unit is now far worse than it was one year ago.

- They have had a construction restoration company in at a cost \$190.58, to doing an estimate, and they estimate the cost to repair this unit to be \$17,504.09.

The landlords are therefore requesting an order for the tenant to pay the following:

Cost have estimate done	\$190.58
Filing fee	\$100.00
Total	\$17,794.67

The landlords further stated that they believe the costs will exceed the above amount however until the work is actually done they will not know the final cost.

The tenant testified that:

- She admits that she had been using a bleach-based cleanser on the surfaces of the rental unit; however she has not done so for over a year now.
- She also agrees that there is extensive damage to the rental unit; however she does not believe that the amount claimed by the landlord is reasonable because the landlord has not taken into consideration normal wear and tear.
- She believes the landlord is attempting to upgrade the rental unit and pass on the cost her.

The tenant therefore asks that a good portion of this claim be dismissed.

Analysis

It's obvious from the evidence presented that the tenants as caused extensive damage to this rental unit by the use of bleach-based products on virtually all surfaces of the rental unit.

Photo evidence presented by the landlord makes it very clear that this unit will need extensive repairs.

This rental unit will most likely have to be completely gutted and rebuilt and therefore I will allow the majority of the landlords claim.

It is my decision however that since the carpeting in the rental unit is at least 10 years old, it's considered to be completely depreciated and of no value and therefore I will not allow the cost for replacing the carpeting or the under pad.

I have therefore deducted of the following amounts:

Entry hall carpet	\$321.71
Living room carpet	\$1595.64
Living room carpet pad	\$270.10
Total	\$2241.91

It is my decision that the tenant is liable for the remainder of the claim.

Conclusion

I have issued an order for the respondent to pay \$15,552.76 to the applicants

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 09, 2010.

Dispute Resolution Officer