



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNSD, MND, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs and the filing fee. The landlord applied to retain the security deposit in partial satisfaction of his claim.

The landlord testified that he served the notice of hearing by registered mail to the tenant, at the forwarding address provided by the tenant. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of repairs and for the filing fee?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on September 24, 2008 and ended on May 09, 2010. Prior to moving in, the tenant paid a security deposit of \$325.00. The monthly rent was \$650.00 payable on the first day of each month.

The landlord testified that the suite was fully renovated in 2006. The tenant did not clean the unit prior to moving out and left the unit in a messy condition and in need of repairs. The landlord testified that the tenant damaged the walls, flooring and the toilet and because he smoked inside the unit, it was filled with the odour of smoke. The flooring was full of cigarette burn holes. In addition, the tenant damaged the elevator door when he attempted to move the elevator with the carpet stuck in the door.

The landlord filed receipts to support his claim and is claiming the following:

1.	Cleaning	\$150.00
2.	Painting	\$550.00
3.	Broken toilet	\$278.88
4.	Damage to flooring	\$1,010.06
5.	Damage to elevator door	\$329.18
6.	Filing fee	\$50.00
	Total	2,368.12

Analysis

Based on the documentary and oral evidence of the landlord and in the absence of any contradictory evidence from the tenant, I find that the tenant caused damage to the rental unit and failed to clean the unit prior to moving out. I find that the landlord is entitled to the cost of cleaning in the amount of \$150.00.

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting and the flooring. As per this policy, the useful life of interior painting is four years and the useful life of flooring is ten years. The landlord renovated the rental unit in 2006 and therefore by the end of the tenancy, the painting had outlived its useful life while the flooring had six years of useful life left. Accordingly, the landlord's claim for \$550.00 for painting is dismissed and I find that the landlord is entitled to \$606.00 which is the prorated value of the remainder of the useful life of the flooring.

I find that the landlord is entitled to \$278.88 to fix the toilet and to \$329.18 to fix the elevator door. Since the landlord has proven a major portion of his claim, he is also entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of 1,414.06. I order that the landlord retain the security deposit of \$325.00 and interest of \$1.35 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1087.71. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1087.71**.

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 28, 2010.

Dispute Resolution Officer