



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit; unpaid rent; authorization to retain the security deposit and recovery of the filing fee. The tenant did not appear at the hearing. The landlord testified that he served the hearing documents upon the tenant via registered mail sent to the forwarding address verbally provided by the tenant. The registered mail was unclaimed by the tenant. The landlord provided a copy of the registered mail envelope including registered mail tracking number. Having been satisfied the landlord served the tenant in a manner that complies with the Act I proceeded to hear from the landlord without the tenant present.

### Issues(s) to be Decided

Has the landlord established an entitlement to compensation from the tenant?

Is the landlord authorized to retain the security deposit?

### Background and Evidence

I was provided the following undisputed evidence. The month-to-month tenancy commenced January 2009. The tenant paid a security deposit of \$337.50. The tenant was required to pay rent of \$675.00 per month. The tenant did not pay rent for April 2010 and gave a written notice to end tenancy dated April 17, 2010 with an effective date of April 30, 2010. However, the tenant did not vacate the rental unit until May 4, 2010. The landlord found the rental unit filthy, full of garbage, burns in the carpeting

and the door frame damaged from the tenant kicking in the door. The rental unit was re-rented as of May 15, 2010. The landlord did not prepare a move-in or move-out inspection report.

In making this application the landlord requested recovery of the following amounts:

Unpaid rent – April 2010	\$ 675.00
Unpaid rent – May 1 – 15, 2010	337.50
Cleaning	75.00
Lock replacement	44.80
Door frame damage	500.00
Filing fee	<u>50.00</u>
Total claim	\$1,682.30

Upon enquiry, the landlord testified that the door is original to the house, which was constructed in the 1950's or 1960's. The landlord has not replaced the front door but has temporarily fixed the door jam. The landlord claimed that the entire door needs to be replaced because the door frame is not a standard size so the contractor advised the landlord that an entire pre-hung door system needs to be installed. The receipt for the replacement lock cannot be located.

Provided as evidence were photographs of the rental unit showing garbage and an unclean rental unit. The landlord also provided copies of the tenant's notice, an invoice for cleaning and an estimate for replacement of the front door and jam at a cost of \$613.92.

### Analysis

Under the Act, a tenant must pay rent when due in accordance with the terms of the tenancy agreement. A tenant in a month-to-month tenancy must give one full month of

written notice to end the tenancy. Based upon the evidence before me in this case, I am satisfied that the tenant failed to pay rent for April or May 2010 and gave written notice to end tenancy on April 17, 2010. Since the landlord re-rented the unit as of May 15, 2010 I grant the landlord's request for unpaid rent in the amounts of \$675.00 and \$337.50.

At the end of a tenancy a tenant must leave the rental unit reasonably clean. Based upon the evidence before me I am satisfied the tenant failed to meet this standard and that this violation caused the landlord to incur cleaning costs of \$75.00. Therefore, I grant the landlord's claim for cleaning costs in the amount of \$75.00.

Awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item. In order to estimate depreciation of the replaced item, I have referred to normal useful life of the item as provided in Residential Tenancy Policy Guideline 37.

Doors and locks have an average useful life of 20 years. I find the door and lock were fully depreciated and of little value and I do not grant the landlord's request for full replacement cost of a new lock and door. However, I am satisfied the tenant did kick in the door and this action damaged the frame causing the landlord to take time to make the door useable again. The landlord estimated that he spent the equivalent of \$200.00 of his time to repair the door frame; however, in the absence of photographs of the damaged door frame I am unable to determine the extent of the damage. I also note that the landlord lives in Delta whereas the rental unit is in Mission. A tenant is not liable for travel time for a landlord; therefore, I find a reasonable award for the damaged door frame is \$100.00. The landlord is awarded \$100.00 for the damaged door frame.

I award the filing fee to the landlord. I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the rent owed the landlord. I provide the landlord with a Monetary Order calculated as follows:

Unpaid rent – April 2010	\$ 675.00
Unpaid rent – May 2010	337.50
Cleaning	75.00
Door frame damage	100.00
Filing fee	50.00
Less: security deposit	<u>(337.50)</u>
Monetary Order for landlord	\$ 900.00

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 partially successful with this application. The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$900.00 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: October 22, 2010.

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Dispute Resolution Officer